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Mervyn's LLC

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Great White Bear, LLC,

Plaintiff,

-against-

Mervyns, LLC,

Defendant.

06 Civ. 13358 (RMB)(FM)

DECLARATION OF
LISA T. SIMPSON

LISA T. SIMPSON declares:

1. I am a member of the Bar of this Court and of the firm Orrick, Herrington & Sutcliffe LLP, attorneys for Defendant Mervyn's LLC ("Mervyn's") in this action. I submit this declaration in support of Mervyn's' Memorandum of Law in Response to Plaintiff Great White Bear's Objections to the May 27, 2008 and June 4, 2008 Orders of Magistrate Judge Maas.

2. Attached hereto as Exhibit A is a true and correct copy of the Memorandum Decision and Order of Magistrate Judge Maas, dated May 27, 2008, granting in part and denying in part Mervyn's' motion to strike items 3, 4, 5, 6, 7, and 8 from the expert report of Mr. Rankel

and for fees and costs resulting from the failure of Plaintiff Great White Bear LLC (“GWB”) to comply with FRCP 26 (the “May 27, 2008 Order”).

3. Attached hereto as Exhibit B is a true and correct copy of the Order of Magistrate Judge Maas, dated November 29, 2007, requiring that GWB identify its experts by December 14, 2007 and submit its expert reports by January 11, 2008.

4. Attached hereto as Exhibit C is a true and correct copy of the letter from Philip A. Byler, Esq., counsel to GWB, to Magistrate Judge Maas, dated January 11, 2008, requesting an extension of GWB’s time to submit its expert reports from January 11, 2008 to January 21, 2008.

5. Attached hereto as Exhibit D is a true and correct copy of the Order of Magistrate Judge Maas, dated January 11, 2008, granting GWB’s request to submit its expert reports by January 21, 2008.

6. Attached hereto as Exhibit E is a true and correct copy of the first version of the expert report of Stephen J. Rankel, dated January 21, 2008.

7. Attached hereto as Exhibit F is a true and correct copy of my letter, dated February 6, 2008, to Mr. Byler, identifying the deficiencies in GWB’s expert reports and requesting that GWB immediately provide reports in conformity with the requirements of FRCP 26.

8. Attached hereto as Exhibit G is a true and correct copy of Mr. Byler’s letter, dated February 11, 2008 (but faxed February 13, 2008), informally providing some of the information requested in my February 6, 2008 letter and agreeing to provide supplemental reports.

9. Attached hereto as Exhibit H is a true and correct copy of my letter to Mr. Byler, dated February 19, 2008, requesting GWB’s promised supplemental reports and further

requesting that GWB agree to provide Mervyn's with a new date for production of its expert reports, given its February 27, 2008 deadline.

10. Attached hereto as Exhibit I is a true and correct copy of email traffic between me and Mr. Byler on February 19 and 20, 2008, regarding supplementation of GWB's original expert reports.

11. Attached hereto as Exhibit J is a true and correct copy of Mr. Byler's letter, dated February 20, 2008, assuring the production of a supplemental report by Mr. Rankel "shortly."

12. Attached hereto as Exhibit K is a true and correct copy of Mervyn's' application to the Court (without exhibits), dated February 21, 2008, requesting that the Court (i) set a firm date for the production of GWB's promised supplemental report from Mr. Rankel, and (ii) extend to a reasonable date thereafter Mervyn's' deadline to serve its expert reports.

13. Attached hereto as Exhibit L is a true and correct copy of the Court's Order, dated February 25, 2008, directing GWB to provide "complete" expert disclosure to Mervyn's by March 14, 2008.

14. Attached hereto as Exhibit M is a true and correct copy of the supplemental expert report of Mr. Rankel, dated February 20, 2008, and received February 29, 2008.

15. Attached hereto as Exhibit N is a true and correct copy of my letter to Mr. Byler, dated March 6, 2008, advising that Mr. Rankel's supplemental report remained deficient.

16. Attached hereto as Exhibit O is a true and correct copy of GWB's second supplemental expert report of Mr. Rankel, dated March 13, 2008, and received March 17, 2008.

17. Attached hereto as Exhibit P is a true and correct copy of Mervyn's' application to the Court (without exhibits), dated March 21, 2008, requesting that Mervyn's be allowed to make a motion pursuant to FRCP 37 to strike the expert report of Mr. Rankel and preclude

GWB's reliance on that report or any related testimony, as well as to seek sanctions in the form of costs and attorneys' fees, for GWB's failure to comply with FRCP 26 and the Court's February 25, 2008 Order.

18. Attached hereto as Exhibit Q is a true and correct copy of Mr. Byler's letter, dated April 8, 2008 (faxed less than an hour prior to the scheduled conference with the Court regarding Mervyn's March 21, 2008 application), enclosing yet another supplement to Mr. Rankel's report.

19. Attached hereto as Exhibit R is a true and correct copy of the transcript of the parties' April 8, 2008 telephone conference before Magistrate Judge Maas, during which Magistrate Judge Maas, over Mervyn's objection, provided GWB "one last shot" to remedy the "willfully inadequate" expert report of Mr. Rankel.

20. Attached hereto as Exhibit S is a true and correct copy of the Court's Order, dated April 8, 2008, directing GWB to provide Mervyn's with a "final" report from Mr. Rankel by April 10, 2008 at 5:00 p.m.

21. Attached hereto as Exhibit T is a true and correct copy of GWB's final expert report of Mr. Rankel, dated April 10, 2008.

22. Attached hereto as Exhibit U is a true and correct copy of: (i) Mervyn's Memorandum of Law in Support of Defendant's Motion to Strike Items 3, 4, 5, 6, 7, and 8 from the Expert Report of Stephen J. Rankel and for Fees and Costs Resulting from Plaintiff's Failure to Comply with FRCP 26, dated April 17, 2008; and (ii) the Declaration of Lisa T. Simpson in support of Mervyn's motion to strike items 3, 4, 5, 6, 7, and 8 from the expert report of Mr. Rankel and for fees and costs resulting from GWB's failure to comply with FRCP 26, dated April 17, 2008 (without exhibits).

23. Attached hereto as Exhibit V is a true and correct copy of: (i) Plaintiff Great White Bear LLC's Memorandum of Law in Opposition to Defendant Mervyns [sic] LLC's Motion to Strike Items 3-8 in the Expert Report of Stephen J. Rankel, C.P.A. and for Fees and Costs, dated April 24, 2008; and (ii) the Declaration of Philip A. Byler, Esq. in Opposition to Motion to Strike Items 3-8 in Rankel Report and Award Fees and Costs, dated April 24, 2008 (with exhibits).

24. Attached hereto as Exhibit W is a true and correct copy of the transcript of the parties' June 4, 2008 telephone conference before Magistrate Judge Maas.

25. Attached hereto as Exhibit X is a true and correct copy of the Order of Magistrate Judge Maas, dated June 4, 2008, directing Mervyn's to serve its expert reports by June 20, 2008 and providing for the close of expert discovery on July 11, 2008 (the "June 4, 2008 Order").

26. Attached hereto as Exhibit Y is a true and correct copy of the Order of Magistrate Judge Maas, dated June 12, 2008, granting a stay of the June 4, 2008 Order in light of GWB's objections to the May 27, 2008 Order and the June 4, 2008 Order.

27. Attached hereto as Exhibit Z is a true and correct copy of the Order, dated June 28, 2007, referring this action to Magistrate Judge Maas for "General Pretrial (includes scheduling, discovery, non-dispositive pretrial motions, and settlement)."

I declare under penalty of perjury that the foregoing is true and correct.

Executed at New York, New York on June 23, 2008.


Lisa T. Simpson

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

GREAT WHITE BEAR, LLC,	:	
	:	
Plaintiff,	:	MEMORANDUM
	:	<u>DECISION AND ORDER</u>
-against-	:	
	:	06 Civ. 13358 (RMB)(FM)
MERVYNS, LLC,	:	
	:	
Defendant.	:	

-----X

FRANK MAAS, United States Magistrate Judge.

In this action, plaintiff Great White Bear, LLC ("GWB") alleges that defendant Mervyns, LLC ("Mervyns") breached its contractual commitment to purchase \$11.7 million worth of clothing from GWB. Mervyns has moved to strike certain portions of one of GWB's two expert reports on the theory that they do not satisfy the requirements of Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure. Mervyns also seeks the legal fees and costs that it has incurred in making this motion. For the reasons set forth below, Mervyns' motion to strike is granted in part and denied in part, and its application to recover fees and costs is denied.

I. Background

In accordance with my scheduling orders, GWB served Mervyns with its experts' reports on January 21, 2008. (See Def.'s Mem. at 1; Docket No. 46). The report at issue here was prepared by GWB's damages expert, Stephen J. Rankel, who also serves

as the outside accountant for GWB. (See Decl. of Lisa T. Simpson, Esq., dated Apr. 17, 2008 (“Simpson Decl.”), Ex. A). After Mervyns contended that the report did not meet the requirements of Rule 26(a)(2)(B), GWB agreed to supplement Mr. Rankel’s report. (Id. Exs. B-F). Thereafter, when that supplementation was not forthcoming, Mervyns’ counsel requested the Court to set a firm date for its production. (Id. Ex. G). I subsequently directed GWB to complete its expert disclosures by March 14, 2008. (Docket No. 47).

GWB served Mr. Rankel’s supplemental report on February 29, 2008, and a second supplemental report on March 17, 2008. (Def.’s Mem. at 2; Simpson Decl. Exs. I-K). Neither of these additional reports satisfied Mervyns. Accordingly, on March 21, 2008, Mervyns requested a conference with the Court to address its proposed motion to strike Mr. Rankel’s report. (Simpson Decl. Ex. L). After a telephone conference on April 8, 2008, I directed GWB to “provide [Mervyns] with Mr. Rankel’s final expert report, together with any necessary schedules and other documentation,” by April 10, 2008. (Docket No. 51 (emphasis in original)). I further directed that the amended report “take the form of one cohesive report, not supplements to the prior reports prepared by the expert.” (Id.). Finally, I authorized Mervyns to file a motion to strike the final report if it believed inadequacies persisted. (Id.).

As I directed, GWB served Mr. Rankel’s final damages report (“Report”) on April 10, 2008. (See Simpson Decl. Ex. O). In that Report, Mr. Rankel itemizes the

damages that GWB allegedly suffered based on the assumption that Mervyns breached its contract. (Report at 1). He identifies two general categories of damages: (a) lost profits resulting from the breach and (b) additional costs that GWB incurred in reliance on Mervyns' contractual commitments. (Id. at 3).

On April 17, 2008, Mervyns moved, pursuant to Rules 26(a)(2)(B), 37(b)(2), and 37(c)(1) of the Federal Rules of Civil Procedure, to strike various portions of the Report relating to GWB's additional costs and to preclude Mr. Rankel from testifying with respect to them. (Docket No. 56). More specifically, Mervyns challenges what Mr. Rankel has labeled Damage Items 3 through 8. (Def.'s Mem. at 1). These items relate to: (a) returns, cancellations, and unjustified chargebacks for accepted garments; (b) lost samples and development costs; (c) additional employee time and effort; (d) interest; (e) lost opportunity costs; and (f) lost overseas deposits. (Report at 5). Mervyns also has moved for the fees and costs it incurred in making its motion. (Docket No. 56). Although the motion relies solely on Rules 26 and 37 of the Federal Rules, Mervyns purports to reserve the right to file a later motion to preclude Mr. Rankel's testimony based on Federal Rule of Evidence 702 and Daubert v. Merrell Dow Pharmaceuticals, Inc., 509 U.S. 579 (1993). (See Def.'s Mem. at 5 n.4).

II. Discussion

A. Rule 26(a)(2)(B)

Rule 26(a)(2)(B) requires that a party seeking to introduce expert testimony provide a written report, signed by the expert, which includes “(i) a complete statement of all opinions the witness will express and the basis and reasons for them[and] (ii) the data or other information considered by the witness in forming them.” Fed. R. Civ. P.

26(a)(2)(B) (emphasis added). Thus, the Rule contemplates the delivery of a “detailed and complete” report outlining the testimony the expert witness is expected to present and “the reasons therefor.” Rule 26(a)(2)(B) advisory committee’s note on 1993 amend.; see Giladi v. Strauch, No. 94 Civ. 3976 (RMB)(HBP), 2007 WL 415365, at *7 (S.D.N.Y.

Feb. 6, 2007). To meet this threshold, the report must disclose the underlying conclusions on which the expert’s opinion is based and “how” and “why” the expert reached those conclusions. Salgado v. Gen. Motors Corp., 150 F.3d 735, 741 n.6 (7th Cir. 1998) (citing Reed v. Binder, 165 F.R.D. 424, 429 (D.N.J. 1996)); Giladi, 2007 WL 415365, at *7; see also Richman v. Sheahan, 415 F. Supp. 2d 929, 940 n.8 (N.D. Ill. 2006) (“An expert report need not be a ‘primer on why the facts allow the expert to reach [his] conclusion,’ but must be ‘sufficient to establish the reasoning underlying the conclusion.’”) (quoting Vollmert v. Wis. Dep’t of Transp., 197 F.3d 293, 300-01 (7th Cir. 1999)) (brackets in original); Lava Trading Inc. v. Hartford Fire Ins. Co., No. 03 Civ. 7037 (PKC), 2005 WL 4684238, at *7 (S.D.N.Y. Apr. 11, 2005) (Report & Rec. of Dolinger, Mag. J.) (report

must contain the “essential details needed to understand and assess” the expert’s conclusions).

The purpose of these requirements is to prevent parties from serving the sort of “sketchy and vague” expert reports that had been the norm before the Rule was amended in 1993, see Rule 26(a)(2)(B) advisory committee’s note on 1993 amend.; Sierra Club v. Cedar Point Oil Co., 73 F.3d 546, 571 (5th Cir. 1996), thereby furthering trial preparation. Lava Trading, 2005 WL 4684238, at *7. Indeed, the drafters of the Rule anticipated that the more thorough reports that parties would be required to provide would shorten and narrow, if not eliminate, follow-up depositions of the experts. Id.; see Salgado, 150 F.3d at 741 n.6 (“The report must be complete such that opposing counsel is not forced to depose an expert in order to avoid ambush at trial; and moreover the report must be sufficiently complete so as to shorten or decrease the need for expert depositions and thus to conserve resources.”).

B. Application of Rule to Facts

1. Damage Item 3: Returns, Cancellations, and Unjustified Chargebacks for Accepted Garments

Damage Item 3 relates to the losses GWB allegedly sustained when Mervyns returned certain garments, as well as certain “unauthorized deductions” allegedly taken by Mervyns. (Report at 8-9). Mr. Rankel states in his Report that these costs “may reasonably be set, given the amount of . . . business that Mervyns did with GWB, at \$250,000.” (Id. at 9). To support this calculation, Mr. Rankel attaches Israel

Discount Bank factor aging statements and checks and client reports reflecting chargebacks.¹ (Report at 9 & Ex. 4).

A damage figure in an expert report cannot satisfy Rule 26(a)(2)(B) simply by stating a conclusory figure and then attaching documents that purportedly support that figure. Rather, the report must supply actual calculations with detailed and complete information elucidating how the expert arrived at the damage figure. See Lava Trading, 2005 WL 4684238, at *7 (report failed to satisfy Rule 26(a)(2)(B), in part, because it lacked “actual calculation of losses”). Here, it is unclear whether the documents cited by Mr. Rankel support his determination that these costs amount to \$250,000 because Mr. Rankel’s explanation of his calculation is opaque and sparse. Indeed, Mr. Rankel has failed to supply any calculation which ties the numbers contained in the underlying documents to the \$250,000 figure he cites. Accordingly, Mr. Rankel’s vague explanation for Damage Item 3, without any supporting calculations, does not satisfy the requirements of Rule 26(a)(2)(B).

2. Damage Item 4: Lost Samples and Development Costs

The lost samples and development costs item relates to additional costs that GWB allegedly incurred in creating a new sportswear line for Mervyns. Mr. Rankel states that these costs, totaling \$7,500, consist of the “costs [of] purchasing and making

¹ In its role as a factor, Israel Discount Bank purchased GWB’s receivables when GWB shipped merchandise to Mervyns, thereby enabling GWB to have funds prior to Mervyns’ payments to GWB. (See Pl.’s Mem. at 11).

samples” and “development costs [for] patterns, sourcing and the like.” (Report at 9).

Mervyns contends that Mr. Rankel’s estimate is nothing more than a guess. (Def.’s Mem. at 5). GWB responds that his calculation is a conservative estimate by an accountant familiar with the finances of GWB and therefore reliable. (Pl.’s Mem. at 15).

Although Mr. Rankel may have an intimate knowledge of GWB’s finances, the portion of his Report relating to this damage item provides no explanation, let alone a detailed analysis, as to how Mr. Rankel arrived at the \$7,500 figure. Furthermore, Mr. Rankel fails to set forth any specific data or other information he considered in calculating this figure, and he cites no supporting documentation. Damage Item 4 consequently does not comply with Rule 26(a)(2)(B).

3. Damage Item 5: Lost Additional Employee Time and Effort

Damage Item 5 refers to the cost of additional employees that GWB allegedly needed to hire to fulfill the Mervyns contract. (Report at 9). Mr. Rankel calculates the value of this aspect of GWB’s damages as \$260,049.40, an amount which apparently is the sum of (a) the “pay” and “benefits” of two newly hired employees, (b) the “portion of . . . compensation” for existing employees whose time was redirected to the Mervyns account, and (c) \$5,000 of employee time spent on “sales, administrative, samples, and patterns work.” (*Id.* at 9-10).

Once again, the Report provides no explanation or documentation with respect to these figures. For example, the Report does not adequately explain how Mr.

Rankel calculated (a) each employee's pay, (b) each employee's benefits (and why he utilized a thirty percent rate to calculate those benefits), (c) the compensation of existing employees attributable to work for Mervyns (and what percentage of each employee's total salary this portion represents), and (d) the \$5,000 of time spent on sales and other work. In short, Mr. Rankel has utterly failed to show the "essential details needed to understand and assess" his calculations or even state what data or other information Mr. Rankel considered in arriving at his figures. Lava Trading, 2005 WL 4684238, at *7. Given these significant gaps, Mr. Rankel's discussion of this item does not meet the requirements of Rule 26(a)(2)(B).

4. Damage Item 6: Interest

Damage Item 6 relates to additional interest charges in the amount of \$10,000 that GWB allegedly incurred due to unshipped garments in inventory, returned garments in inventory, and unjustified chargebacks.² (Report at 10). GWB contends that Mr. Rankel calculated this figure based upon the twelve percent interest rate that GWB's bank charged for advances. (Pl.'s Mem. at 16).

Assuming that this is an appropriate rate, the Report still fails to explain how Mr. Rankel arrived at the \$10,000 figure. For example, if Mr. Rankel calculated interest for a one-year period, he would have had to apply the twelve percent rate to approximately \$83,333 ($\$10,000 \div 12\%$) to decide that this item amounted to \$10,000.

² In pages 10 and 11 of the Report, Damage Items 6, 7, and 8 are incorrectly labeled Damage Items 7, 8, and 9. (See Report at 10-11).

However, \$83,333 does not appear to correspond to any number in the Report or supporting documentation. (It certainly does not correspond to the total amount of contracted business with Mervyns or the total amount of allegedly cancelled business by Mervyns, both of which are in the millions. (Report at 7)). Mr. Rankel may, of course, have applied the twelve percent rate to the total value of unshipped garments in inventory, returned garments in inventory, and unjustified chargebacks as the caption of this item suggests. Or perhaps he applied the interest rate over a period of time shorter than one year. The fact that the answers to these questions cannot be determined from his Report establishes why this damage calculation does not meet the requirements of Rule 26(a)(2)(B). It therefore cannot be the subject of expert testimony.

5. Damage Item 7: Lost Opportunity Cost

This item relates to work orders that GWB allegedly was unable to fill because it performed work for Mervyns instead. Mr. Rankel contends that the unfilled orders of two GWB customers, Charming Shoppes and Cato, amount to \$700,000. (Report at 10-11). Once again, it is a mystery how Mr. Rankel made this determination. As an initial matter, the documentation attached to the Report indicates that Mr. Rankel is basing his figure on unfulfilled purchase orders. Such unfilled purchased orders, which are akin to lost sales, obviously do not accurately reflect GWB's damages because they reflect gross receipts and have not been adjusted to account for the cost of manufacturing the goods which allegedly would have been sold.

The only supporting documentation Mr. Rankel refers to with respect to this item consists of the unfilled purchase orders of Charming Shoppes. Although Mr. Rankel also indicates that his calculation includes unfulfilled purchase orders submitted by Cato, no purchase orders for Cato are attached to his Report as exhibits, nor has he provided any itemization of the lost opportunity costs allegedly related to Cato.

Using Charming Shoppes purchase orders, it is impossible to determine how Mr. Rankel calculated the \$700,000 figure. GWB contends that the "\$700,000 number [is] conservative," and that the "total is closer to \$800,000," (Pl.'s Mem. at 13), but many of the purchase orders attached to the Report relate to the same goods. When this duplication is eliminated, GWB's documents seem to show that the total amount of the allegedly unfilled purchase orders is closer to \$586,824.³ In any event, even if Mr. Rankel did not engage in double counting, his Report fails to provide an adequate explanation of how and why he arrived at the sum of \$700,000 for this aspect of GWB's alleged damages. He therefore has failed to meet the requirements of Rule 26(a)(2)(B).

6. Damage Item 8: Lost Overseas Deposits

This item relates to deposits made to international suppliers and factories that GWB allegedly forfeited when Mervyns breached the contract. (Report at 11). Mr. Rankel asserts that these lost deposits total \$494,000. In marked contrast to his

³ The \$586,824 figure relates to three distinct purchase orders attached to the Report: \$213,928 for purchase order number 9254566, \$139,104 for purchase order number 6887541, and \$233,792 for purchase order number 9846213. (See Report Ex. 7).

discussion of the other challenged damage items, in this instance Mr. Rankel has attached a Quickbooks schedule to his Report to explain his calculations. The Quickbooks schedule details fourteen purchases of finished goods for the Mervyns clothing line. (Report Ex. 8). It is not clear how these "purchase[s] of finished goods" correspond to the unrecovered deposits to international suppliers that allegedly comprise this item. Presumably, the purchases of finished goods that GWB was required to honor are the deposits to which Mr. Rankel refers. In any event, in this instance it is possible to determine how Mr. Rankel calculated GWB's damages. Indeed, on his Quickbooks schedule, Mr. Rankel lists fourteen separate purchases of finished goods, the dates of the purchases, the amounts of the purchases, the method of payment, and the applicable account numbers. These separate entries total approximately \$494,000. This is sufficient to permit Mervyns to explore Mr. Rankel's calculations at his deposition.

C. Appropriate Remedy

Under Rule 37(c)(1) of the Federal Rules of Civil Procedure, if "a party fails to provide information . . . required by Rule 26(a) . . . , the party is not allowed to use that information . . . to supply evidence on a motion, at a hearing, or at a trial, unless the failure was substantially justified or is harmless." Moreover, if a party does not comply with Rule 26(a) the court may order the payment of reasonable expenses and attorney's fees caused by the failure, as well as "other appropriate sanctions." Fed. R. Civ. P. 37(c)(1)(A), (C).

Despite the mandatory language of the Rule, the Second Circuit has held that preclusion is a discretionary remedy, even if “the trial court finds that there is no substantial justification and the failure to disclose is not harmless.” Design Strategy, Inc. v. Davis, 469 F.3d 284, 297 (2d Cir. 2006). In exercising its discretion as to whether to impose sanctions, a court should consider: “(1) the party’s explanation for the failure to comply with the [disclosure requirement]; (2) the importance of the testimony of the precluded witness[es]; (3) the prejudice suffered by the opposing party as a result of having to prepare to meet the new testimony; and (4) the possibility of a continuance.” Patterson v. Balsamico, 440 F.3d 104, 117 (2d Cir. 2006) (quoting Softel, Inc. v. Dragon Med. & Scientific Commc’ns, Inc., 118 F.3d 955, 961 (2d Cir. 1997)) (brackets in original).

Here, GWB’s failure to comply with Rule 26(a)(2)(B) with respect to Damage Items 3 through 7 clearly was not justified since it was given many opportunities to correct its report before Mervyns filed its motion to strike. Nor can GWB’s failure be considered harmless since Mervyns was forced to file a motion, which has delayed the progress of this case. In these circumstances, Mervyns has made the prima facie showing required to secure an award of sanctions under Rule 37(c)(1).

Before imposing sanctions, however, it is appropriate to consider the factors identified by the Second Circuit in Balsamico. The first of these factors, a party’s explanation for its failure to comply with discovery, weighs heavily in favor of Mervyns.

GWB has yet to offer any explanation for its failure to comply with Rule 26(a)(2)(B) despite having been given numerous opportunities. Indeed, even now, GWB seeks to justify what obviously is a woefully inadequate report.

The second factor, the importance of the testimony to GWB, also weighs in favor of preclusion. Although damages testimony is crucial in a breach of contract action, it appears that nothing would preclude GWB from offering at least some of the substance of the Report through a fact witness, assuming a proper foundation can be laid. For example, an individual at GWB with knowledge presumably could testify to the fact that the company spent money to hire additional employees to handle the increased volume of work arising out of the Mervyns contract. A fact witness similarly could testify about Mervyns' allegedly improper return of garments. The fact that GWB can prove certain challenged aspects of its case without the trappings of an accounting expert witness thus augurs in favor of preclusion.

The third factor weighs slightly against imposing sanctions. Because expert discovery is ongoing, and Mervyns has yet to produce its own expert reports, Mervyns would not suffer undue prejudice if the Court granted GWB more time to cure the Report. However, turning to the fourth factor, GWB does not deserve such a further continuance since it already has had several opportunities to address the deficiencies of the Report, but has failed to respond adequately. To allow additional time now would be unfair not only to Mervyns, but to the Court.

Balancing these factors, I find that sanctions are warranted. Accordingly, Damage Items 3 through 7 are stricken, and Mr. Rankel will be precluded from testifying with respect to these items at trial.⁴ See Williams v. County of Orange, No. 03 Civ. 5182 (LMS), 2005 WL 6001507, at *4-5 (S.D.N.Y. Dec. 13, 2005) (granting motion to preclude under Rule 37(c)(1) for failure to comply with Rule 26(a)(2)(B)); Lava Trading, 2005 WL 4684238, at *7-9, 21 (same); Wechsler v. Hunt Health Sys., Ltd., 381 F. Supp. 2d 135, 155-57 (S.D.N.Y. 2003) (granting, in part, motion to strike under Rules 26(a)(2)(B) and 37(c)(1)); Giladi v. Strauch, No. 94 Civ. 3976 (RMB)(HBP), 2001 WL 388052, at *9 (S.D.N.Y. Aug. 16, 2001) (same).

I nevertheless decline to assess fees and costs against GWB. The preclusion of evidence is, of course, itself a harsh sanction. Moreover, Mervyns' motion was not entirely successful as the Court did not strike Damage Item 8. In these circumstances, in the exercise of my discretion, I find that preclusion alone is a sufficient sanction. See Cine Forty-Second St. Theatre Corp. v. Allied Artists Pictures Corp., 602 F.2d 1062, 1066 (2d Cir. 1979); Rahman v. Smith & Wollensky Rest. Group, Inc., No. 06 Civ. 6198 (LAK)(JCF), 2008 WL 696807, at *1 (S.D.N.Y. Mar. 14, 2008) (noting that preclusion is a harsher sanction than the shifting of costs and fees).


⁴ I note that Mervyns' motion to strike and preclude evidence is a "nondispositive" motion within the scope of the general pretrial referral here. See, e.g., St. Paul Fire & Marine Ins. Co. v. Heath Fielding Ins. Broking Ltd., No. 91 Civ. 0748 (MJL), 1996 WL 19028, at *11 (S.D.N.Y. Jan. 17, 1996) (motion to strike for failure to comply with Rule 26(a)(2)(B) is nondispositive); Ferriso v. Conway Org., No. 93 Civ. 7962 (KMW), 1995 WL 580197, at *1 (S.D.N.Y. Oct. 3, 1995) (same).

III. Conclusion

For the foregoing reasons, Mervyns' motion to preclude GWB's proposed expert witness Stephen J. Rankel from testifying as to certain aspects of his Report, (Docket No. 56), is granted in part and denied in part. Additionally, the Court will hold a further telephone conference on June 4, 2008, at 3:30 p.m. Mervyns' counsel should initiate that call.

SO ORDERED.

Dated: New York, New York
May 27, 2008


FRANK MAAS
United States Magistrate Judge

Copies to:

Honorable Richard M. Berman
United States District Judge

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EXHIBIT B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
GREAT WHITE BEAR, LLC,

Plaintiff,

-against-

MERVYNS, LLC,

Defendant.
-----X

ORDER

06 Civ. 13358 (RMB)(FM)

FRANK MAAS, United States Magistrate Judge.

Pursuant to a telephone conference held yesterday, it is hereby


ORDERED that:

1. On or before December 14, 2007, the plaintiff shall identify its experts and provide the defendant with all of the information required by Fed. R. Civ. P. 26(a)(2), other than its experts' reports.
2. On or before January 11, 2008, the plaintiff shall serve its experts' reports.
3. On or before February 8, 2008, the defendant shall provide the plaintiff with all of the information required by Fed. R. Civ. P. 26(a)(2), including its experts' reports.
4. On or before February 22, 2008, the plaintiff shall serve any rebuttal reports.
5. On or before March 14, 2008, expert discovery shall be completed.

6. A further telephone conference shall be held on March 31, 2008, at 10:00 a.m. Counsel for the plaintiff shall initiate the call by dialing the main number of Chambers, (212) 805-6727.

SO ORDERED.

Dated: New York, New York
November 29, 2007


FRANK MAAS
United States Magistrate Judge

Copies to:

Honorable Richard M. Berman
United States District Judge

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EXHIBIT C

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LAINE A. ARMSTRONG
MEGAN S. GODDARD
ANDREW B. PLOTKIN

PARALEGAL
TANYA C. SIMMONS

January 11, 2008

BY TELECOPIER: 212-805-6724

The Honorable Frank Maas, United States Magistrate Judge
United States District Court - Southern District of New York
Daniel Patrick Moynihan United States Courthouse
500 Pearl Street - Room 740
New York, New York 10007

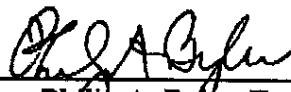
Re: *Great White Bear, LLC v. Mervyns, LLC*
Index No. 06 Civ. 13358 (S.D.N.Y.)(RMB)(FM)

Dear Judge Maas:

I am the attorney for the Plaintiff Great White Bear, LLC. ("Plaintiff GWB") in the above-referenced diversity breach of contract action, but I write this letter on behalf of both Lisa Simpson, Esq., attorney for Defendant Mervyns, LLC ("Defendant Mervyns"), and myself. Counsel have agreed, in respectful deference to each other's professional schedule and commitments as well as experts' schedules and commitments, to adjust the following dates in the schedule for expert discovery: Plaintiff GWB's experts are due to be served January 21 (identity of Plaintiff GWB's experts has already been made per the original schedule); Defendant Mervyns's reports are due to be served February 27; and Plaintiff GWB's rebuttal reports are due to be served March 10. Because the original schedule dates were Court-ordered dates, both Lisa Simpson and I hereby respectfully request that the Court to "so order" this letter to make the agreed upon dates above the new Court-ordered dates. We thank you for your attention to this matter.

Respectfully submitted,
NESENOFF & MILTENBERG, LLP

By: _____


Philip A. Byler, Esq.

cc: Orrick, Herrington & Sutcliffe, LLP. - by telecopier
(Lisa T. Simpson, Esq.)

EXHIBIT D

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MEMO ENDORSED

IRA S. NESENOFF
ANDREW T. MILTENBERG

PHILIP A. BYLER
ALAN M. SHECTMAN
SHARI S. LASKOWITZ
LAINE A. ARMSTRONG
MEGAN S. GODDARD
ANDREW B. PLOTKIN

PARALEGAL
TANYA C. SIMMONS

January 11, 2008

APPLICATION GRANTED
SO ORDERED

BY TELECOPIER: 212-805-6724

The Honorable Frank Maas, United States Magistrate Judge
United States District Court - Southern District of New York
Daniel Patrick Moynihan United States Courthouse
500 Pearl Street - Room 740
New York, New York 10007


Frank Maas, USMJ 1/11/08

Re: *Great White Bear, LLC v. Mervyns, LLC*
Index No. 06 Civ. 13358 (S.D.N.Y.) (RMB) (FM)

Dear Judge Maas:

I am the attorney for the Plaintiff Great White Bear, LLC. ("Plaintiff GWB") in the above-referenced diversity breach of contract action, but I write this letter on behalf of both Lisa Simpson, Esq., attorney for Defendant Mervyns, LLC ("Defendant Mervyns"), and myself. Counsel have agreed, in respectful deference to each other's professional schedule and commitments as well as experts' schedules and commitments, to adjust the following dates in the schedule for expert discovery: Plaintiff GWB's experts are due to be served January 21 (identity of Plaintiff GWB's experts has already been made per the original schedule); Defendant Mervyns's reports are due to be served February 27; and Plaintiff GWB's rebuttal reports are due to be served March 10. Because the original schedule dates were Court-ordered dates, both Lisa Simpson and I hereby respectfully request that the Court to "so order" this letter to make the agreed upon dates above the new Court-ordered dates. We thank you for your attention to this matter.

Respectfully submitted,
NESENOFF & MILTENBERG, LLP

By: 
Philip A. Byler, Esq.

cc: Orrick, Herrington & Sutcliffe, LLP. - by telecopier
(Lisa T. Simpson, Esq.)

EXHIBIT E

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
GREAT WHITE BEAR, LLC

Plaintiff,

-against-

MERVYNS, LLC

Defendant.
-----X

06 Civ. 13358 (RMB)(FM)

**EXPERT REPORT
OF STEPHEN J. RANKEL**

This is a written report by the undersigned, Stephen J. Rankel, in compliance with what I have been advised are the requirements with respect to expert testimony in federal court. I address the damages suffered by Great White Bear, LLC, resulting from Mervyns.

My report is in the following three exhibits. Exhibit A contains my credentials. Exhibit is my recap of damages with Mervyns. Exhibit C contains the financial history of Great White Bear, LLC.

All of the information contained in this report was abstracted from Great White Bear, LLC financial records and documents.


Stephen J. Rankel, CPA

11/21/08
Date

**EXHIBIT A TO THE EXPERT REPORT
OF STEPHEN J. RANKEL**

My credentials are as follows:

College – Baruch College, January 1980

Certified Public Accountant – New York State, November 1983

Work Experience – Weinick Sanders & Co., LLP – changed name to Weinick Sanders Leventhal & Co., LLP in July 1997. Started with this firm in April 1980, as a staff accountant. From September 1984 to March 1985 worked as a CFO for a client of the firm, returned to Weinick Sanders & Co., LLP in March 1985. Made Partner in 1987, Executive Partner in 1992 and Managing Partner of the firm in 1996. This firm specialized in the Apparel and Textile Industry with myself having over 25 years of experience in this field.

In August 2005, Weinick Sanders Leventhal & Co., LLP split up and four Partners including myself joined Citrin Cooperman & Company, LLP which I am an Executive Partner of the firm.

I am a member of the New York State Society of Certified Public Accountants, as well as a member of the American Institute of Certified Public Accountants.

**EXHIBIT B TO THE EXPERT REPORT
OF STEPHEN J. RANKEL**

**Great White Bear LLC (Plaintiff) against
Mervyns, LLC Defendant**

Re: Claims against Mervyns

Recap of Damages

Reference#

	Projected Losses	
1	Loss of Orders	<u>\$3,760,000</u>
	Actual Losses	
2	Royalty Agreement (Rampage)	\$ 288,000
3	Returns and cancellations of	
4	orders by Mervyns	250,000
5	Chargebacks not justified	225,000
6	Samples & Development Costs	95,000
7	Additional Employees Time and Effort	370,000
8	Interest	40,000
9	Travel	12,000
10	Loss Opportunity Costs	700,000
11	Showroom Expenses	400,000
	Overseas Deposits	<u>494,000</u>
	Total Actual Losses	<u>2,874,000</u>
	Total Claim	<u>\$6,634,000</u>

Reference #

1

Projected Losses

Mervyns committed to a \$13 million program at cost allowing for a 10% deviation down (or 11.7 million) over an eighteen month period. Mervyn's placed \$2.3 million in orders with the Company, so using the conservative approach of \$11.7 million (allowing for 10% deviation) the Company has an open order for \$9.4 million of merchandise.

Based on Mervyns not giving GWB the remaining \$9.4 million in orders, the Company sustained a loss as follows:

Loss Sales	\$9,400,000
Gross Profit (%)	<u>40%</u>
Gross Profit (\$)	<u>\$3,760,000</u>

The Company loss \$3,760,000 gross profit on this agreement.

Reference

Actual Losses

2

Royalty Payments

Payments made to Rampage for the exclusive use of the Rampage name/label in sportswear that would be exclusively sold only at Mervyns. GWB made a settlement in royalty agreement with Rampage for \$288,000.

3

Returns and Cancellations

Mervyns returned merchandise and canceled orders of merchandise that was in GWB's warehouse for no valid reason. GWB had to subsequently sell off this inventory in a secondary market for a substantial loss and certain inventory was abandoned. The loss is \$250,000.

4

Chargebacks

Mervyns made unauthorized deductions when paying GWB's invoices. These deductions were for and not authorized by GWB and there was no basis for these chargebacks/deductions of \$225,000. These deductions were taken when GWB invoices were paid to Israel Discount Bank Factors (IDB Factor) which purchased the receivables at the time of the shipment and loaned GWB funds to operate and pay for the merchandise prior to being paid by Mervyns.

5

Samples and Development Costs

GWB was required to create a new sportswear line for Mervyns because of exclusive license of "Rampage Label" in the garments. The costs incurred by GWB was (i) purchasing and making samples and (ii) development costs (patterns, sourcing etc.) These costs/expenses totaled \$95,000.

6

Additional Employees Time and Effort

GWB started in business in 2003 and had a base core of customers. The Mervyns business was incremental business that required the Company to hire additional help such as a designer, pattern maker, sales support and clerical help. In addition there were employees presently working for GWB where their efforts were placed on Mervyn's business. The additional expenses of \$370,000 include salary, payroll taxes (fringes) and medical insurance.

7

Interest

GWB was financed by IDB Factors which loaned the Company funds. The Company additional costs for inventory, of merchandise that was not shipped, or returned, or the invoices were not fully paid because of unexplained deductions. An estimate of the additional charges were \$40,000 based on the factor charging GWB 12% on all advances/loans.

8

Travel

GWB incurred expenses of \$12,000 traveling overseas to suppliers as well as trips to Mervyns.

9

Loss Opportunity Cost

GWB had a core customer base of \$8,000,000 which excluded Mervyns. To prioritize the customers GWB placed priority on Mervyns which resulted in a loss of 2 customers (Charming and Cato's). This merchandise was delivered late and GWB incurred substantial losses on the merchandise.

10

Showroom

With the growth of business with Mervyns, GWB entered into a new lease for its space (showroom, office, design pattern making and sample room) the new lease called for double the rent that GWB was paying prior to the agreement. In addition to the rent, GWB incurred additional costs in carrying the showroom such as telephone, moving, stationary, etc. These costs are approximately \$400,000.

11

Overseas Deposits

Due to the amount of business being generated by GWB, the Company was required to make deposits (advances) to overseas suppliers/makers in order to make the garments. The overseas suppliers (mainly new suppliers) would not do business unless there were deposits/advances made. The cancellation of Mervyns order cost the Company \$494,000 in lost deposits.

**EXHIBIT C TO THE EXPERT REPORT
OF STEPHEN J. RANKEL**

History of Great White Bear LLC

The LLC was formed as a Limited Liability Company on April 24, 2003 and began business on May 12, 2004.

	<u>Equity Contributed</u>	<u>Loans to LLC</u>	<u>Sales</u>	<u>Profit (Loss)</u>
May 12, 2003 to December 31, 2003	200,000	300,000	\$9,281,000	247,000
For Year Ended December 31, 2004	--	250,000	8,464,000	13,000
For Year ended December 31, 2005	--	100,000	8,619,000	(1,399,000)
From January 1, 2006 to September 1, 2006	--	578,000	3,191,000	(1,286,000)
Subsequent to September 1, 2006		625,000 (A)		

Based on the financial information above, GWB's financial stability declined in 2005, the year they started the Mervyns Program. In 2005, GWB had to make advances to overseas suppliers in 2005 to meet possible doubling of volume. This created outstanding advances to suppliers of \$674,000 at June 30, 2005, \$603,000 at September 30, 2005 and \$220,000 at December 31, 2005 because of write offs in 2005.

The factor (IDB factors) required that GWB put more funds into the business which they did and in August 2006, the factor stopped advancing GWB funds which forced GWB to hire a bankruptcy attorney to negotiate a settlement on the over advance at the factor. Sanford Fodiman had to guarantee a payment personally of \$625,000 payable over 2 years to obtain all releases from the factor. This \$625,000 is not reflected as part of the loans/equity of GWB.

(A) Amount that the factor required Sanford Fodiman to pay based on his personal guarantee at the factor.

EXHIBIT F



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February 6, 2008

Lisa T. Simpson
(212) 506-3767
lsimpson@orrick.com

BY FACSIMILE

Philip A. Byler
Nesenoff & Miltenberg, LLP
363 Seventh Avenue -- Fifth Floor
New York, NY 10001

Re: Great White Bear, LLC v. Mervyn's, LLC (06 Civ. 13358 (RMB)(FM))

Dear Phil:

We have reviewed the expert reports of Stephen J. Rankel and Laurence P. Lazar, submitted by Great White Bear LLC ("GWB") and served on Mervyn's LLC ("Mervyn's") on January 21, 2008. Both reports fail to meet the requirements of Federal Rule of Civil Procedure 26(a)(2)(B).

Rule 26(a)(2)(B) requires that each testifying expert's report contain a complete statement of all the opinions of the witness and the basis and reasons for those opinions. The report must disclose "the data or other information considered by the witness" in reaching his opinion and "any exhibits that will be used to summarize or support" his opinions. In addition, Rule 26(a)(2)(B) requires that each witness list all publications authored by him within the last ten years, all cases in which the witness has testified as an expert during the previous four years and a statement of the expert's compensation. The reports provided by GWB do not satisfy these requirements.

Specifically, the expert report of Stephen J. Rankel is woefully deficient. Rather than providing a complete statement of the basis and reasons for his stated opinion or specifically identifying the data or information considered in preparing his report, Mr. Rankel indicates that "[a]ll of the information contained in this report was abstracted from Great White Bear, LLC financial records and documents." This general reference to GWB's financial records is not sufficient. Mr. Rankel is required to identify specifically the documents or other information on which he relies. Further, since he did not disclose any documents other than the exhibits attached to his report in accordance with the requirement that he disclose "any exhibit that he will use to support his opinion," we assume that those attachments will be the only exhibits on which Mr. Rankel seeks to rely at trial.

Finally, Mr. Rankel fails to list of all publications authored by him within the proceeding ten years (if there are none, please so state), fails to list any other cases in which he has



Philip A. Byler
February 6, 2008
Page 2

testified as an expert at trial or by deposition within the preceding four years (if there are none, please so state), and fails to indicate the compensation to be paid for his study and testimony in this case.

Mr. Lazar's report similarly fails to list any publications authored by Mr. Lazar within the proceeding ten years and any other cases in which he has testified as an expert within the preceding four years, and fails to state the compensation to be paid for his study and testimony.

We request that GWB immediately remedy these deficiencies and provide reports in conformity with the requirements of Rule 26 so that Mervyn's expert witnesses can proceed to prepare their rebuttal reports.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa T. Simpson", followed by a long horizontal flourish line.

Lisa T. Simpson

EXHIBIT G

02/13/2008 12:07 FAX 0000000000

NESENOFF & MILTENBERG

002/002

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LAINE A. ARMSTRONG
MEGAN S. GODDARD
ANDREW B. FLOTCH

PARALEGAL
TANYA C. SIMMONS

February 11, 2008

By Telecopier & Regular U.S. Mail

Lisa T. Simpson, Esq.
Orrick, Herrington & Sutcliffe, LLP.
666 Fifth Avenue
New York, New York 10103

Re: Great White Bear v. Mervyns, LLC,
Index No. 06 Civ. 13358 (S.D.N.Y.)(RMB)

Dear Lisa:

I have your letter dated February 6, 2008, requesting further information concerning Plaintiff Great White Bear's experts Laurence P. Lazar and Stephen J. Rankel. I will put this information in supplemental statements once people get back into town.

Laurence P. Lazar has not published anything in the last ten years, has not testified as an expert in the last four years and is not receiving compensation. His opinions and the bases and reasons for those opinions are stated in his expert report. As reflected in his expert report, he was provided the pleadings, the depositions and the deposition exhibits in this case.

Stephen J. Rankel has not published anything in the last ten years, has not testified as an expert in the last four years and is not receiving a special fee or other form of compensation for his testimony but rather is billing the company for his time at his normal rate (\$400 an hour) that is standard in the industry. His opinions and the bases and reasons for those opinions are stated in his expert report; he can further itemize the categories of documents for each item of identified damage. As reflected in his expert report, he has knowledge of the financial records of the company.

I am still working on responding to your letter dated January 30, 2008, which has taken much, much longer than expected. Politics is more interesting right now.

Very truly yours,
NESENOFF & MILTENBERG, LLP

By:



Philip A. Byler, Esq.

EXHIBIT H



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February 19, 2008

Lisa T. Simpson
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lsimpson@orrick.com

BY FACSIMILE

Philip A. Byler
Nesenoff & Miltenberg, LLP
363 Seventh Avenue -- Fifth Floor
New York, NY 10001

Re: Great White Bear, LLC v. Mervyn's, LLC (06 Civ. 13358 (RMB)(FM))

Dear Phil:

We are in receipt of your letter dated February 11, 2008 (but faxed to me on February 13, 2008). We will await your promised expert witness supplements as we are entitled to signed statements from your experts verifying the facts set forth in your letter and providing the information required by Rule 26. In particular, we will await the supplement to Mr. Rankel's entirely deficient report so that our expert can perform a meaningful analysis of his conclusions. Given that Mervyn's' expert reports are due next week and we have yet to receive reports from GWB in compliance with Rule 26, please indicate whether you will consent to an extension of Mervyn's expert witness report deadline to a date set reasonably after the date on which GWB intends to provide its supplemental reports. As you know, we will need to provide any agreed upon new dates to the Court for approval and would like to do so early this week.

With respect to the outstanding documents requested in detail in my January 30, 2008 letter, we believe we have been more than patient. Since that letter was sent, I have received two communications from you in which you report that you have been unable to collect and produce those documents because you have been engaged in other tasks, particularly following the presidential election. Surely, you appreciate that this is an unacceptable response. Were it not for the fact that you continue to indicate that you will be producing the requested documents, we would have already sought assistance from the Court. We will make one last request – please produce the requested documents immediately. If we do not hear from you affirmatively on this issue by noon tomorrow, February 20, 2008, we will be forced to seek a firm date for the production of the requested documents from the Court.

Sincerely,



Lisa T. Simpson

EXHIBIT I

Simpson, Lisa T.

From: Phil Byler [pbyler@nmllplaw.com]
Sent: Wednesday, February 20, 2008 11:55 AM
To: Simpson, Lisa T.
Subject: RE: Expert Reports

Lisa:

I will re-read your letter, but I don't recall that you explained why whatever you thought was deficient incapacitated the ability of your experts to respond.

- Philip A. Byler

Philip A. Byler, Esq.
Nesenoff & Miltenberg LLP
363 Seventh Avenue – Fifth Floor
New York, New York 10001
Office Telephone: 212.736.4500
Office Telecopier: 212.736.2260
Office E-Mail: pbyler@nmllplaw.com

From: Simpson, Lisa T. [mailto:lsimpson@orrick.com]
Sent: Wednesday, February 20, 2008 11:16 AM
To: Phil Byler
Subject: RE: Expert Reports

Phil -- I am reattaching my letter of February 6, 2008 in which I already described in detail the requirements of Rule 26 and the deficiencies in your expert witness reports, particularly Mr. Rankel's report. If you do not intend to consent to our request for a revised schedule based on your supplemental reports, please so advise and we will indicate your objection in our letter.

Lisa

LISA T. SIMPSON

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email lsimpson@orrick.com
www.orrick.com

From: Phil Byler [mailto:pbyler@nmllplaw.com]
Sent: Wednesday, February 20, 2008 10:59 AM

6/19/2008

To: Simpson, Lisa T.
Subject: RE: Expert Reports

Lisa:

In all candor, I have asked you to provide me with a real reason or reasons why you need more time. Given what is in the supplements, saying what you do simply does not do the job. I have asked a fair question, and I am not being unreasonable. It does not affect one bit what your experts need to know for them to respond that my experts have not published anything in the last ten years and have not testified as experts in the last four years, that one expert is not being paid and the other is not receiving a special fee but is billing his time in accordance with his normal rate; and besides, I have already told you that information. So why don't you start by seriously explaining how in the world what you say is missing incapacitates your experts from responding?

Philip A. Byler

Philip A. Byler, Esq.
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New York, New York 10001
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Office Telecopier: 212.736.2260
Office E-Mail: pbyler@nmllplaw.com

From: Simpson, Lisa T. [mailto:lsimpson@orrick.com]
Sent: Wednesday, February 20, 2008 10:52 AM
To: Phil Byler
Subject: RE: Expert Reports

Phil -- This is not an issue of us needing more time because of other commitments. Your expert reports are not in compliance with Rule 26. Although you have provided additional information by attorney letter, in your letter you did not provide the information that you indicated Mr. Rankel could provide, and, regardless, we are entitled to complete signed Rule 26 reports -- from your witnesses. Our financial expert simply cannot respond in any meaningful way to Mr. Rankel's deficient report. If you would like to agree to new dates, please let us know when you will be providing your supplements and we can agree on a reasonable date thereafter for Mervyn's to respond. We intend to write to Judge Maas this afternoon so please let us know your position.

Thanks,
Lisa

LISA T. SIMPSON
ORRICK, HERRINGTON & SUTCLIFFE LLP
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NEW YORK, NY 10103-0001

6/19/2008

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www.orrick.com

From: Phil Byler [mailto:pbyler@nmllplaw.com]
Sent: Wednesday, February 20, 2008 10:03 AM
To: Simpson, Lisa T.
Subject: RE: Expert Reports

Lisa:

My letter of yesterday dealt only with document production. I had intended to get to you the supplemental expert report statements yesterday, but Larry Lazar was in transit from out of town and Stephen Rankel was out sick.

As for more time for Mervyns expert reports, I did not think that more time was justified by the supplements, especially since I provided that information informally a week ago about a week after you raised the subject; however, I am not going to deny you more time if you really need it, never mind that I had roughly a month to have the GWB expert reports done in a period that included the holiday season and you have had six weeks in the year's prime time work season with only the Super Bowl as a distraction -- unless you are into presidential politics, which I have not detected. In any event, I just need to have a real reason or two from you.

Philip A. Byler

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From: Simpson, Lisa T. [mailto:lsimpson@orrick.com]
Sent: Tuesday, February 19, 2008 7:30 PM
To: Phil Byler
Subject: Expert Reports

Phil – I am in receipt of your letter of this afternoon regarding the documents requested in my January 30, 2008 letter and I am working on a response. You did not respond to the question raised in the first paragraph of my letter of this morning, though, regarding the expert reports. Please let me know your position on this issue so that we can contact Judge Maas accordingly.

Thanks,
Lisa

LISA T. SIMPSON

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IRS Circular 230 disclosure:

To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication, unless expressly stated otherwise, was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any tax-related matter(s) addressed herein.

NOTICE TO RECIPIENT: THIS E-MAIL IS MEANT FOR ONLY THE INTENDED RECIPIENT OF THE TRANSMISSION, AND MAY BE A COMMUNICATION PRIVILEGED BY LAW. IF YOU RECEIVED THIS E-MAIL IN ERROR, ANY REVIEW, USE, DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS E-MAIL IS STRICTLY PROHIBITED. PLEASE NOTIFY US IMMEDIATELY OF THE ERROR BY RETURN E-MAIL AND PLEASE DELETE THIS MESSAGE FROM YOUR SYSTEM. THANK YOU IN ADVANCE FOR YOUR COOPERATION.

For more information about Orrick, please visit <http://www.orrick.com>

EXHIBIT J

02/20/2008 15:47 FAX 0000000000

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002/004

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PARALEGAL
TANYA C. SIMMONS

February 20, 2008

By Telecopier & Regular U.S. Mail

Lisa T. Simpson, Esq.
Orrick, Herrington & Sutcliffe, LLP.
666 Fifth Avenue
New York, New York 10103

**Re: *Great White Bear v. Mervyns, LLC,*
Index No. 06 Civ. 13358 (S.D.N.Y.)(RMB)**

Dear Lisa:

Per what I have told you, enclosed is the supplement to the expert report of Laurence P. Lazar. I expect to have a supplement to the expert report of Stephen J. Rankel shortly and will immediately produce it to you.

Very truly yours,
NESENOFF & MILTENBERG, LLP

By: 
Philip A. Byler, Esq.

EXHIBIT K



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February 21, 2008

BY HAND

Lisa T. Simpson
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The Honorable Frank Maas
United States Magistrate Judge
United States District Court
Southern District of New York
Daniel Patrick Moynihan United States Courthouse
500 Pearl St., Room 740
New York, NY 10007

Re: *Great White Bear, LLC v. Mervyns, LLC* (06 CV 13358)

Dear Magistrate Judge Maas:

We represent Defendant Mervyn's LLC ("Mervyn's") in the above-referenced matter. On January 21, 2008, pursuant to Your Honor's amended Order, plaintiff Great White Bear, LLC ("GWB") served two expert witness reports on Defendant, one by Larry Lazar, an industry witness, and the other a damages report by Stephen Rankel. Both of Plaintiff's reports failed to meet the requirements of Federal Rule of Civil Procedure 26(a)(2)(B).

We write to request (1) a firm date for the production of Plaintiff's promised supplemental report from its damages witness, Mr. Rankel; and (2) an extension to a reasonable date thereafter (Defendant would propose 20 days) for Defendant to serve its expert reports.

On February 6, 2008, Defendant sent a letter to counsel for GWB identifying the deficiencies in Plaintiff's expert reports and requesting that Plaintiff immediately provide reports in conformity with the requirement of Rule 26 so that Mervyn's expert witnesses could proceed to prepare their responsive reports. That letter is attached hereto as Exhibit A. Plaintiff's counsel responded by letter dated February 11, 2008 (but faxed February 13), attached as Exhibit B hereto, informally providing some of the information requested and agreeing to provide supplemental reports. By letter dated February 19, attached hereto as Exhibit C, Defendant indicated that it would await the promised supplemental reports so that Defendant's expert witnesses could perform a meaningful analysis and response. Defendant further requested that Plaintiff provide the date on which it would produce the supplemental reports and requested that Plaintiff agree to a reasonable date thereafter for Defendant to submit its expert witness reports. Thereafter, the parties engaged in the e-mail traffic attached as Exhibit D, and Plaintiff thereafter provided, on February 20, 2008, a supplemental report for one of its two expert witnesses, Larry Lazar. Plaintiff promised to provide the supplemental report of its damages witness "shortly."



O R R I C K

The Honorable Frank Maas

February 21, 2008

Page 2

Defendant's expert witness reports are currently due next Wednesday, February 27, 2008, and Defendant has yet to receive a complete report pursuant to Rule 26 from Plaintiff's damages witness. Defendant's expert witnesses, and particularly Defendant's financial expert witness, cannot meaningfully analyze or respond to Plaintiff's damages report in its current form. Plaintiff's damages report is attached hereto as Exhibit E. As is quickly apparent from a review of the report, it is lacking numerous of the requirements of Rule 26. Most noticeably, the damages figures provided are completely unsupported by any documentation, yet Mr. Rankel states that the information "was abstracted from Great White Bear, LLC financial records and documents." This general reference to financial records is not sufficient. If documents exist which support Mr. Rankel's figures, and he has relied on those documents in forming his opinion, Defendant is entitled to know what those documents are with specificity.

Defendant therefore requests a date certain for the production of Plaintiff's supplemental damages report and an extension of the due date for Defendant's expert witness reports¹ to a date 20 days following the production of Plaintiff's supplemental report (and that the remainder of the expert witness deadlines be adjusted accordingly).

Thank you for your attention to this matter.

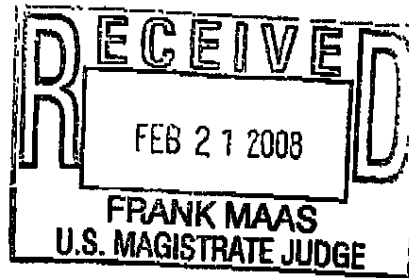
Respectfully submitted,

Lisa T. Simpson

cc: Philip A. Byler, Esq. (By Hand)
Counsel for Great White Bear, LLC

¹ Since it is expected that Defendant's industry witness also can speak to certain aspects of Plaintiff's damages report, Defendant requests that the deadline for all of Defendant's expert reports be extended so that Defendant's expert witnesses can each sufficiently review and analyze the supplemental damage report expected from Plaintiff.

EXHIBIT L



MEMO ENDORSED

ORRICK, HERRINGTON & SUTCLIFFE LLP
666 FIFTH AVENUE
NEW YORK, NEW YORK 10103-0001
tel +1-212-506-5000
fax +1-212-506-5151
WWW.ORRICK.COM

February 21, 2008

BY HAND

Lisa T. Simpson
(212) 506-3767
lsimpson@orrick.com

The Honorable Frank Maas
United States Magistrate Judge
United States District Court
Southern District of New York
Daniel Patrick Moynihan United States Courthouse
500 Pearl St., Room 740
New York, NY 10007

Re: *Great White Bear, LLC v. Mervyns, LLC* (06 CV 13358)

Dear Magistrate Judge Maas:

We represent Defendant Mervyn's LLC ("Mervyn's") in the above-referenced matter. On January 21, 2008, pursuant to Your Honor's amended Order, plaintiff Great White Bear, LLC ("GWB") served two expert witness reports on Defendant, one by Larry Lazar, an industry witness, and the other a damages report by Stephen Rankel. Both of Plaintiff's reports failed to meet the requirements of Federal Rule of Civil Procedure 26(a)(2)(B).

We write to request (1) a firm date for the production of Plaintiff's promised supplemental report from its damages witness, Mr. Rankel; and (2) an extension to a reasonable date thereafter (Defendant would propose 20 days) for Defendant to serve its expert reports.

On February 6, 2008, Defendant sent a letter to counsel for GWB identifying the deficiencies in Plaintiff's expert reports and requesting that Plaintiff immediately provide reports in conformity with the requirement of Rule 26 so that Mervyn's expert witnesses could proceed to prepare their responsive reports. That letter is attached hereto as Exhibit A. Plaintiff's counsel responded by letter dated February 11, 2008 (but faxed February 13), attached as Exhibit B hereto, informally providing some of the information requested and agreeing to provide supplemental reports. By letter dated February 19, attached hereto as Exhibit C, Defendant indicated that it would await the promised supplemental reports so that Defendant's expert witnesses could perform a meaningful analysis and response. Defendant further requested that Plaintiff provide the date on which it would produce the supplemental reports and requested that Plaintiff agree to a reasonable date thereafter for Defendant to submit its expert witness reports. Thereafter, the parties engaged in the e-mail traffic attached as Exhibit D, and Plaintiff thereafter provided, on February 20, 2008, a supplemental report for one of its two expert witnesses, Larry Lazar. Plaintiff promised to provide the supplemental report of its damages witness "shortly."


ORRICK

The Honorable Frank Maas
February 21, 2008
Page 2

Ms. Simpson's objections do not appear to be mere technicalities, as suggested in Mr. Byler's 2/25/08 letter. Indeed, she indicates that plaintiff's financial expert has not sufficiently identified the materials upon which he relies - information more important than a list of prior cases and publications. In any event, complying initially might have obviated Mervyn's objections.

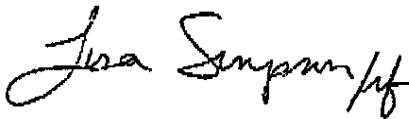
Great White Bear is directed to complete its expert disclosures by March 14, 2008; defendant Mervyn's reports shall be due by April 4, 2008 (together with all

Defendant's expert witness reports are currently due next Wednesday, February 27, 2008, and Defendant has yet to receive a complete report pursuant to Rule 26 from Plaintiff's damages witness. Defendant's expert witnesses, and particularly Defendant's financial expert witness, cannot meaningfully analyze or respond to Plaintiff's damages report in its current form. (a)(2); The Plaintiff's damages report is attached hereto as Exhibit E. As is quickly apparent from a review of the report, it is lacking numerous of the requirements of Rule 26. Most noticeably, the damages figures provided are completely unsupported by any documentation, yet Mr. Rankel states that the information "was abstracted from Great White Bear, LLC financial records and documents." This general reference to financial records is not sufficient. If documents exist which support Mr. Rankel's figures, and he has relied on those documents in forming his opinion, Defendant is entitled to know what those documents are with specificity.

Defendant therefore requests a date certain for the production of Plaintiff's supplemental damages report and an extension of the due date for Defendant's expert witness reports¹ to a date 20 days following the production of Plaintiff's supplemental report (and that the remainder of the expert witness deadlines be adjusted accordingly).

Thank you for your attention to this matter.

Respectfully submitted,



Lisa T. Simpson

cc: Philip A. Byler, Esq. (By Hand)
Counsel for Great White Bear, LLC

¹ Since it is expected that Defendant's industry witness also can speak to certain aspects of Plaintiff's damages report, Defendant requests that the deadline for all of Defendant's expert reports be extended so that Defendant's expert witnesses can each sufficiently review and analyze the supplemental damage report expected from Plaintiff.

EXHIBIT M

Defendant.

06 Civ. 13358 (RMB)(FM)

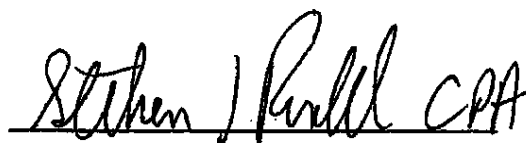
**SUPPLEMENT TO
EXPERT REPORT OF STEPHEN J. RANKEL**

This is a supplement to the written report by the undersigned, Stephen J. Rankel, in compliance with what I have been advised are the requirements with respect to expert testimony in federal court.

I have not published anything in the last ten years, have not testified as an expert in the last four years and am not receiving a special fee or other form of compensation for my testimony but rather am billing the company for my time at my normal rate (\$400 an hour) that is standard in the industry.

My opinions and the bases and reasons for those opinions are stated in my expert report dated January 21, 2008. I can further itemize the categories of documents for each item of identified damage and do the attached Exhibit D. As reflected in my expert report, I have knowledge of the financial records of the company.

Dated: February 20, 2008

A handwritten signature in black ink that reads "Stephen J. Rankel CPA". The signature is written in a cursive, flowing style.

Stephen J. Rankel, C.P.A.

**EXHIBIT D TO THE SUPPLEMENT TO
EXPERT REPORT OF STEPHEN J.
RANKEL**

Reference

Actual Losses

2.

Royalty Payments

Payments made to Rampage for the exclusive use of the Rampage name/label in sportswear that would be exclusively sold only at Mervyn's. GWB made a settlement in royalty agreement with Rampage for \$288,000.

3

Returns and Cancellations

Mervyn's returned merchandise and canceled orders of merchandise that was in GWB's warehouse for no valid reason. GWB had to subsequently sell off this inventory in a secondary market for a substantial loss and certain inventory was abandoned. The loss is \$250,000.

4

Chargebacks

Mervyn's made unauthorized deductions when paying GWB's invoices. These deductions were for and not authorized by GWB and there was no basis for these chargebacks/deductions of \$225,000. These deductions were taken when GWB invoices were paid to Israel Discount Bank Factors (IDB Factor) which purchased the receivables at the time of the shipment and loaned GWB funds to operate and pay for the merchandise prior to being paid by Mervyn's.

5

Samples and Development Costs

GWB was required to create a new sportswear line for Mervyn's because of exclusive license of "Rampage Label" in the garments. The costs incurred by GWB was (i) purchasing and making samples and (ii) development costs (patterns, sourcing etc.) These costs/expenses totaled \$95,000.

6

Additional Employees Time and Effort

GWB started in business in 2003 and had a base core of customers. The Mervyn's business was incremental business that required the Company to hire additional help such as a designer, pattern maker, sales support and clerical help. In addition there were employees presently working for GWB where their efforts were placed on Mervyn's business. The additional expenses of \$370,000 include salary, payroll taxes (fringes) and medical insurance.

7

Interest

GWB was financed by IDB Factors which loaned the Company funds. The Company additional costs for inventory, of merchandise that was not shipped, or returned, or the invoices were not fully paid because of unexplained deductions. An estimate of the additional charges were \$40,000 based on the factor charging GWB 12% on all advances/loans.

8

Travel

GWB incurred expenses of \$12,000 traveling overseas to suppliers as well as trips to Mervyn's.

9

Loss Opportunity Cost

GWB had a core customer base of \$8,000,000 which excluded Mervyn's. To prioritize the customers GWB placed priority on Mervyn's which resulted in a loss of 2 customers (Charming and Caro's). This merchandise was delivered late and GWB incurred substantial losses on the merchandise.

10

Showroom

With the growth of business with Mervyns, GWB entered into a new lease for its space (showroom, office, design pattern making and sample room) the new lease called for double the rent that GWB was paying prior to the agreement. In addition to the rent, GWB incurred additional costs in carrying the showroom such as telephone, moving, stationary, etc. These costs are approximately \$400,000.

11

Overseas Deposits

Due to the amount of business being generated by GWB, the Company was required to make deposits (advances) to overseas suppliers/makers in order to make the garments. The overseas suppliers (mainly new suppliers) would not do business unless there were deposits/advances made. The cancellation of Mervyns order cost the Company \$494,000 in lost deposits.

EXHIBIT N



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March 6, 2008

Lisa T. Simpson
(212) 506-3767
lsimpson@orrick.com

BY FACSIMILE

Philip A. Byler
Nesenoff & Miltenberg, LLP
363 Seventh Avenue -- Fifth Floor
New York, NY 10001

Re: Great White Bear, LLC v. Mervyn's, LLC (06 Civ. 13358 (RMB)(FM))

Dear Phil:

We are in receipt of the supplement report of Stephen Rankel, sent by cover letter dated February 28, 2008. Mr. Rankel's report remains deficient and fails to satisfy the requirements of Federal Rule of Civil Procedure 26(a)(2)(B) for the reasons previously set forth in my correspondence with you and with Magistrate Judge Maas and as set forth in the Court's February 25, 2008 Order.

Sincerely,



Lisa T. Simpson

EXHIBIT O

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

GREAT WHITE BEAR, LLC,

Plaintiff,

-against -

MERVYNS, LLC,

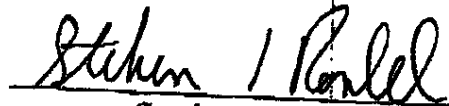
Defendant.

06 Civ. 13358 (RMB)(FM)

**SECOND SUPPLEMENT TO
EXPERT REPORT OF STEPHEN J. RANKEL**

This is the second supplement to the written report by the undersigned, Stephen J. Rankel. Attached as Exhibit E is an amplification of the information providing the bases for my opinions in my expert report.

Dated: March 13, 2008

A handwritten signature in cursive script, reading "Stephen J. Rankel", written over a horizontal line.

Stephen J. Rankel, C.P.A.

**EXHIBIT E TO THE SECOND
SUPPLEMENT TO EXPERT REPORT OF
STEPHEN J. RANKEL**

Exhibit E

Amplification of basis of items 1 through 11 in Exhibit B

From Exhibit B
Reference A

- 1) Projected Loss - GWB provided emails, spreadsheets and documentation on the styles purchased by Mervyns as well as the costs to manufacture those styles. In addition, once the documents were presented, calculations were performed to calculate the loss.
- 2) Royalty Payments - GWB had two agreements for review, the original agreement and the termination agreement. To show that there was a royalty agreement with Rampage that Mervyns had the exclusive right to the name. The company provided cancelled checks to back up the loss.
- 3) Returns and Cancellations - GWB provided cancellation letters, emails on cancellations and garments returned from Mervyns. The inventory was specifically purchased for Mervyns and was sold off to third parties at below the cost of the garment.
- 4) Chargebacks - GWB provided the factor statements which documented all of the deductions that were taken by Mervyns when they were paying GWB's invoices. There were some back up documents from Mervyns verifying these deductions.
- 5) Sample and Development Costs - GWB had to create a new line for Mervyns since they had the exclusive rights of Rampage name for sportswear. These styles had to now and different any other styles in GWB's line. The Company had to buy and make samples which they are invoices.
- 6) Additional Employees Time and Efforts - To start up a new line for Mervyns, GWB had to hire designers, pattern makers, sample hands, production, admin and sales help. Some of the people were new hires and other people were taken from other divisions within GWB. The other divisions sales volume dropped because of the focus on Mervyns.

- 7) Interest - GWB as well as any company that is starting up a new division needs capital as in the case of GWB. They borrowed funds from a factor and they incurred interest charges. The financing was for developed costs, people travel, cost to carry inventory and to pay suppliers.
- 8) Travel - GWB had to travel overseas to review the foreign factories that were producing the garments.
- 9) Loss Opportunity Costs - The Company's main focus was on the development of the Mervyns line. This resulted in GWB losing 2 significant customers and a lot of bad will with other customers because of where the priorities were placed.
- 10) Showroom - GWB entered into a new lease for there headquarters. The Company had copies of leases and cancelled checks to support the payments.
- 11) Overseas Deposits - GWB pays various suppliers funds before the delivery of merchandise because of the use of new factories. These suppliers would not do business unless deposits were made.

EXHIBIT P



ORRICK, HERGENROT & BOBROW LLP
700 Park Avenue
New York, NY 10022-6001
Tel: 212 306 5000
Fax: 212 306 5151
WWW.ORRICK.COM

March 21, 2008

BY HAND

Lisa T. Simpson
(212) 506-3767
lsimpson@orrick.com

The Honorable Frank Maas
United States Magistrate Judge
United States District Court
Southern District of New York
Daniel Patrick Moynihan United States Courthouse
500 Pearl St., Room 740
New York, NY 10007

Re: *Great White Bear, LLC v. Mervyn's, LLC* (06 CV 13358)

Dear Magistrate Judge Maas:

We represent Defendant Mervyn's LLC ("Mervyn's") in the above-referenced matter. Pursuant to Local Rule 37.2, we write this letter to request a conference with Your Honor to discuss Mervyn's intention to make a motion pursuant to Federal Rules of Civil Procedure ("FRCP") 37(b)(2) and 37(c) to strike the expert report of Stephen Rankel, the financial witness identified by Plaintiff Great White Bear, LLC ("GWB") and preclude GWB's reliance on that report or any related testimony.

On January 21, 2008, pursuant to Your Honor's amended Order, plaintiff Great White Bear, LLC ("GWB") served two expert witness reports on Defendant, one by Larry Lazar, an industry witness, and the other a damages report by Stephen Rankel. Mr. Rankel's January 21, 2008 report is attached hereto as Exhibit A.¹ Both of Plaintiff's reports failed to meet the requirements of FRCP 26(a)(2)(B). On February 25, 2008, in response to Mervyn's request, Your Honor ordered GWB to provide Mervyn's with "complete" expert reports by March 14, 2008 ("the February 25 Order"). See Exhibit B. On February 29, 2008, GWB provided Mervyn's with a supplemental damages report. See Exhibit C. Again, this report was insufficient and counsel for GWB was so advised in a letter dated March 6, 2008. See Exhibit D. On March 17, 2008, Mervyn's received GWB's second supplemental damages report by Mr. Rankel. See Exhibit E. GWB's second supplemental report still fails to comply not only with FRCP 26 but also with Your Honor's February 25 Order. Furthermore, the report's deficiencies make Defendant's tasks of preparing a meaningful rebuttal damages report and effectively deposing Mr. Rankel impossible.

As noted in Defendant's February 21, 2008 letter to Your Honor (see Exhibit B), the damages figures provided in the now multiple versions of Mr. Rankel's report are entirely

¹ Mervyn's does not here raise the sufficiency of GWB's FRCP 26 expert report for GWB's industry expert, Larry Lazar. However, Mervyn's reserves the right to move to exclude Mr. Lazar's opinions following his deposition, if deemed warranted and appropriate at that time.



O R R I C K

The Honorable Frank Maas

March 21, 2008

Page 2

unsupported by specific citation to any documentation or other data relied on by Mr. Rankel. As such, Mr. Rankel's report continues to lack a requisite element of FRCP 26(a)(2)(B): "the data or other information considered by the witness in forming [his opinions]." For example, Mr. Rankel's second supplemental report includes the following entries:

- "Additional Employees Time and Efforts – To start a new line for Mervyn's, GWB had to hire designers, pattern makers, sample hands, production, admin and sales help. Some of the people were new hires and other people were taken from other divisions within GWB. The other divisions sales volume dropped because of the focus on Mervyns." See Exhibit E hereto, item 6.
 - Without any indication of the number of employees, the salary paid or any other information relied on by Mr. Rankel, he concludes that this expense is the round number of \$370,000 in his initial report. See Exhibit A.
- "Travel - GWB had to travel overseas to review the foreign factories that were producing the garments." See Exhibit E hereto, item 8.
 - With no reference to any supporting documentation or data, Mr. Rankel concludes that GWB should recover \$12,000 for this supposed expense. See Exhibit A.
- "Loss [sic] Opportunity Costs – The Company's main focus was on the development of the Mervyns line. This resulted in GWB losing 2 significant customers and a lot of bad will with other customers because of where the priorities were placed." See Exhibit E hereto, item 9.
 - Again, without any numerical data or documents evidencing such an amount, Mr. Rankel concludes that GWB had a core customer base of \$8,000,000 which excluded Mervyn's and resulted in a loss of \$700,000. See Exhibit A.
- "Showroom – GWB entered into a new lease for there [sic] headquarters. The Company had copies of leases and cancelled checks to support the payments." See Exhibit E hereto, item 10.
 - No cancelled checks for GWB's showroom have been produced and without any indication of terms or payments made, Mr. Rankel concludes that \$400,000 should be attributed to Mervyn's for this. See Exhibit A.



O R R I C K

The Honorable Frank Maas

March 21, 2008

Page 3

- "Overseas Deposits – GWB pays various suppliers funds before the delivery of merchandise because of the use of new factories. These suppliers would not do business unless deposits were made." See Exhibit E hereto, item 11.

-- Again, there is no reference to any document or data to support the figure of \$494,000 arrived at by Mr. Rankel. See Exhibit A.

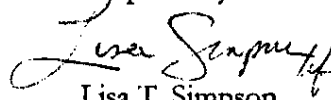
FRCP 26, as it relates to the disclosures required of expert witnesses, was designed to prevent exactly this situation. Without a clear understanding of the data or information relied upon by Mr. Rankel in performing his damages calculation, a rebuttal damages report by Mervyn's would be an abstract and futile exercise based on assumptions, estimations, and guesses. Moreover, a deposition of Mr. Rankel would likely devolve into Mr. Rankel's inability to identify any document or other data relied on with specificity and would effectively prevent Defendant from questioning Mr. Rankel on that material. This defeats the entire purpose of FRCP 26.

FRCP 37(b)(2)(A) permits the Court to impose sanctions for the failure to comply with a Court order and specifically allows the Court to strike GWB's incomplete report and prohibit GWB from relying on it in any way. Similarly, FRCP 37(c)(1) provides "[i]f a party fails to provide information or identify a witness as required by FRCP 26(a) or (e), the party is not allowed to use that information or witness to supply evidence on a motion, at a hearing, or at a trial, unless the failure was substantially justified or is harmless" (emphasis added). It further allows for the recovery of expenses, including attorneys' fees.

Since GWB has failed to comply with the Court's February 25 Order, requiring production of complete expert reports, and since GWB has failed to comply with FRCP 26, Defendant respectfully requests a conference to discuss Mervyn's motion pursuant to FRCP 37(b)(2) and 37(c)(1) to exclude and strike Mr. Rankel's report and preclude GWB's reliance on his testimony and for such other relief as the Court deems proper.

Thank you for your attention to this matter.

Respectfully submitted,


Lisa T. Simpson

cc: Philip A. Byler, Esq. (By Hand)
Counsel for Great White Bear, LLC

EXHIBIT Q

04/08/2008 13:10 FAX 0000000000

NESENOFF & MILTENBERG

002/004

NESENOFF & MILTENBERG, LLP

ATTORNEYS AT LAW
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FIFTH FLOOR
NEW YORK, NEW YORK 10001-3904

TELEPHONE (212) 736-4500
TELECOPIER (212) 736-2260

IRA S. NESENOFF
ANDREW T. MILTENBERG

PHILIP A. BYLER
ALAN M. SHECTMAN
SHARI S. LASKOWITZ
LAINE A. ARMSTRONG
MEGAN S. GODDARD
ANDREW B. FLOTKIN

PARALEGAL
TANYA C. SIMMONS

April 8, 2008

BY TELECOPIER

Lisa T. Simpson, Esq.
Orrick, Herrington & Sutcliffe, LLP.
666 Fifth Avenue
New York, New York 10103

**Re: *Great White Bear, LLC v. Mervyns, LLC,*
Index No. 06 Civ. 13358 (S.D.N.Y.)(RMB)**

Dear Lisa:

Accompanying this cover letter is Exhibit F to the damages expert report of Stephen Rankel in supplementation of that report. As you will see, Exhibit F refers to supporting documentation that is being provided to you under separate cover.

Very truly yours,
NESENOFF & MILTENBERG, LLP

By: _____



Philip A. Byler, Esq.

04/08/2008 13:10 FAX 0000000000
04/08/2008 12:05 12125972797NESENDOFF & MILTENBERG
CITRIN COOPERMAN003/004
PAGE 22 of 2Exhibit FAdditional Employees Time and Efforts

Great White Bear (GWB) hired 2 employees to handle the EDI for Mervyns, they were as follows:

Robert Mosca	\$60,000
Miguel Lopez	60,000
Fringes (Payroll taxes hospitalization, workmens comp and etc.) 30%	<u>36,000</u>
Subtotal	<u>156,000</u>

Employees employed by GWB, but their
time and efforts went to Mervyns:

(1/2 salary) Bebe (Designer)	45,000
Danay Fodman (est.)	50,000
Glenz Sands (est.)	50,000
Fringes (30%)	<u>44,000</u>
	<u>189,000</u>

GWB employees that contributed to Mervyns line
Sales, Admin, sample hands, pattern maker

25,000

Total

370,000Loss Opportunity Costs

Attached are confirmed orders from Charming Shops for delivery in 2005 none of these orders were shipped. The overseas factories concentrated on making Mervyns goods and these orders were not made or made late and could not be shipped.

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NESENOFF & MILTENBERG
CITRIN COOPERMAN

004/004
PAGE 83/83

Showroom

GWB entered into a lease for larger space at 1412 Broadway, the annual rent of \$200,000 an increase over previous years. The Company was going to sublease a portion of the space but did not because of the expected sales with Mervyns. Attached is the lease.

Travel

Sanford Rodman flew out to California twice to meet with Rick Lido as well as a trip to Las Vegas (Magic Show). There were also expenses for dinners several times with Rick Lido and Scott (Buyer). The American Express Receipts are to follow.

Overseas Deposits

Attached is a schedule for Quickbooks showing the overseas deposits lost.

EXHIBIT R

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
:
GREAT WHITE BEAR, LLC, : 06-CV-13358
:
Plaintiff :
v. :
:
MERVYNS, LLC, : April 8, 2008
:
Defendant. : 500 Pearl Street
-----X New York, NY

TRANSCRIPT OF CIVIL CAUSE FOR TELEPHONE CONFERENCE
BEFORE THE HONORABLE FRANK MAAS
UNITED STATES MAGISTRATE JUDGE

APPEARANCES:

For the Plaintiff: PHILIP A. BYLER, ESQ.
Nesenoff & Miltenberg LLP
363 Seventh Avenue
New York, New York 10001

For the Defendant: LISA T. SIMPSON, ESQ.
Orrick, Herrington & Sutcliffe
666 Fifth Avenue
New York, New York 10103

Court Transcriber: SHARI RIEMER
TypeWrite Word Processing Service
356 Eltingville Boulevard
Staten Island, New York 10312

Proceedings recorded by electronic sound recording,
transcript produced by transcription service

1 THE CLERK: This is a telephone conference in the
2 matter of Great White Bear v. Mervyns. The telephone
3 conference is being tape recorded.

4 Counsel, please state your names for the record.

5 MR. BYLER: Philip A. Byler for plaintiff Great White
6 Bear.

7 THE COURT: Ms. Simpson, are you there?

8 MS. SIMPSON: I'm here. I can't quite hear. There
9 seems to be a lot of background noise on someone else's line.

10 THE COURT: Mr. Byler, are you calling from a land
11 line?

12 MR. BYLER: No, I'm here.

13 MS. SIMPSON: I just picked up my line. I'm not even
14 on speaker any more.

15 MR. BYLER: Can everybody hear me?

16 THE COURT: Yes, but there's a lot of background
17 noise. Do you have us on speakerphone?

18 MR. BYLER: Yes, but not now. Does that help?

19 THE COURT: It does.

20 I received your letter this morning saying that the
21 decision whether or not to strike the expert report of your
22 accountant is a matter that's dispositive. Do you have any
23 case authority for that?

24 MR. BYLER: Well, I'm working out of 28 U.S.C.
25 Section 636 that trial matters are for the trial judge.

1 Pretrial matters can be done by the magistrate judge but this
2 is tantamount to trying to exclude a witness at trial which is
3 fairly a trial matter. I don't know why we're even discussing
4 it given the supplementation I have done, given what's at
5 issue which is five of eleven damage items. I just don't
6 understand it quite frankly. I don't understand why defendant
7 Mervyns hasn't been given expert disclosure dates to finish --
8 to do their expert disclosure when we've been doing
9 plaintiff's expert disclosure for months now.

10 Reports, two reports have been done. Apparently one
11 is not an issue at all. The other, most of it's not an issue.
12 Quite frankly, if I sound a little out of sort I apologize to
13 everybody but I think this case needs to move forward and I
14 don't think there's a lick of merit to a motion to strike. I
15 think it's really a motion trying to preclude at trial and
16 that -- a witness at trial and that's for the trial judge, not
17 right now. So I don't think this is a constructive discussion
18 at all and that's where plaintiff's counsel is coming from.

19 THE COURT: Mr. Byler, your letters use the word lack
20 of merit and meritless repeatedly. What I'm inclined to do
21 based on your tone of voice and your being put out is to allow
22 Ms. Simpson to make a motion and then if it's meritless I'll
23 impose sanctions on her. If it has merit as Rule 37 requires,
24 I will impose sanctions on you.

25 There's absolutely no basis in law for the notion

1 that a motion to strike for failure to comply with your
2 discovery obligations is something which is not within my
3 jurisdiction pursuant to 28 U.S.C. Section 636. Section
4 636(b)(1) says that a judge may designate a magistrate judge
5 to hear and determine any pretrial matter except a motion for
6 injunctive relief or judgment on the pleadings for summary
7 judgment, to dismiss or quash an indictment or information
8 made by the defendant, to suppress evidence in a criminal
9 case, to dismiss or to permit maintenance of a class action,
10 to dismiss for failure to state a claim upon which relief can
11 be granted and to involuntarily dismiss an action.

12 The motion that Ms. Simpson proposes to make is none
13 of the above. So as far as I'm concerned there's not one lick
14 of merit to your suggestion that this is not a motion that I
15 can consider.

16 Secondly, I've looked at -- I'm not sure whether
17 it's the final version of the report or not but, for example,
18 your expert says Great White Bear incurred expenses of
19 \$12,000.00, traveling overseas to suppliers as well as trips
20 to Mervyns. Is that the final version of his expert --

21 MR. BYLER: No. He has provided a Schedule F to
22 provide greater detail. In fact, looked -- copying and Bates
23 stamping now are the specific documents which support that
24 specific damage item. You are referring to one of five damage
25 items raised by Ms. Simpson in her letter, that's five damage

1 items out of eleven. One of those items does include that and
2 what I decided to do voluntarily was okay, let's provide
3 additional supplementation here because that's the right way
4 to deal with what I think is a request for more detail and
5 that's what is being provided to Ms. Simpson. I faxed over to
6 her the Schedule F and I'm Bates stamping and copying the
7 individuals putting [inaudible] on that item.

8 So if we're going to focus on the five items that Ms.
9 Simpson has alluded to in her letter, that is being
10 supplemented.

11 MS. SIMPSON: Your Honor, I received that supplement
12 ten minutes ago and I'm frankly opposed to any further
13 supplements. Mr. Byler has had three chances at this report
14 already. I've sent him six pieces of correspondence on this
15 same issue and we're still where we were two-and-a-half months
16 ago. I haven't had a chance to look at his proposed
17 supplementation that I -- and one thing that I'd like to point
18 out, Mr. Byler, is that my letter went to your entire report,
19 not simply the five examples that I set forth.

20 MR. BYLER: Excuse me. You only outlined issues as
21 to five. That's what I can deal with.

22 MS. SIMPSON: That's how --

23 MR. BYLER: I'm supplementing -- you really don't
24 want supplementation because you want to somehow get rid of a
25 damages witness that was why -- I understand --

1 THE COURT: Mr. Byler, the purpose of a conference is
2 to talk to me, not argue back and forth --

3 MR. BYLER: I understand. Well, she was addressing
4 it to me and I apologize. I guess the response that I would
5 say to you --

6 THE COURT: Mr. Byler, Mr. Byler, listen to me for a
7 minute.

8 MR. BYLER: Go ahead.

9 THE COURT: You keep accusing the defense of delaying
10 matters here. As far as I'm concerned, your first expert
11 report was a joke and it didn't get much better after that.
12 Whether you've now gotten to the point where we can get beyond
13 it, I frankly don't know because I haven't seen it and Ms.
14 Simpson apparently got it only ten minutes ago. Is that
15 correct that you faxed her or sent her something that she
16 received today?

17 MR. BYLER: Yes.

18 THE COURT: Well, we don't traditionally proceed in
19 little bites in terms of an expert report and I want to give
20 Ms. Simpson a chance to absorb whether or not she thinks what
21 she's now received is adequate unless you're prepared to talk
22 about that now, Ms. Simpson.

23 MS. SIMPSON: I am not. I haven't had a chance to
24 review it except that I would say that if Mr. Byler is only
25 addressing the five examples that I set forth in my letter, my

1 complaint runs to his entire report, not merely the five
2 examples. So from that perspective I know that the letter
3 will not be sufficient.

4 THE COURT: I can do one of two things as you wish,
5 Ms. Simpson. I can either put this off until say 5:00 so you
6 have a chance to review it and then we can continue the
7 conversation or I can permit you to make your motion.

8 MS. SIMPSON: Frankly, Your Honor, I think we're just
9 opposed to any further supplementation. At some point this
10 has to stop and I can't -- I don't see any end to this. I
11 feel as though we'll --

12 THE COURT: As far as I'm concerned the clock has
13 stopped now. The deadline for the expert report has long since
14 passed. I will give Mr. Byler the benefit of the doubt and
15 say that whatever he's given you by way of supplementation up
16 until this conference call which is part of the report if it's
17 adequate, fine. If it's inadequate then you'll make your
18 motion or if you think it's inadequate, and I will rule.

19 If it hasn't moved materially beyond that which was
20 given earlier, at least as the part that Mr. Frankel has not
21 supplemented it may well be that I grant the motion and then
22 Mr. Byler can advance his legal theories and the meritlessness
23 of the motion to Judge Berman. But I'm content to proceed
24 either way. As far as I'm concerned, the delay here has not
25 been you raising frivolous objections. It's been Mr. Byler

1 submitting frivolous letters talking about the meritlessness
2 of reports that were willfully deficient to begin with.

3 So which way do you want to proceed, Ms. Simpson?

4 MS. SIMPSON: Mr. Byler has promised in his letter,
5 I'm looking at it now, that he's going to be sending me
6 documents.

7 MR. BYLER: Yes. There's the backup documents to the
8 report and that has to be copied and Bates stamped and that
9 you are getting as soon as I can physically do it. I faxed
10 over to you the Exhibit F which describes what's the detail
11 involved. I'm giving you the backup documentation that -- you
12 will have that as soon as possible. That's where we are. I
13 would consider that part of the report because you were asking
14 for detail as to those five items and we're providing that
15 detail including the documentation that was the backup to it.

16 I don't know what more one can do in terms of
17 providing detail.

18 MS. SIMPSON: Your Honor, am I required to receive
19 those pages as well?

20 MR. BYLER: I think you are. It's referenced in the
21 exhibit.

22 MS. SIMPSON: I wasn't addressing my question to you.

23 THE COURT: Are you asking whether you have to accept
24 an untimely report?

25 MS. SIMPSON: Yes, I am.

1 THE COURT: Probably not.

2 MS. SIMPSON: In other words, would my motion be
3 based on the report up until the deadline or my report up
4 until today that I've received? Because I haven't looked
5 through this but I suspect that Mr. Byler will now send me a
6 bunch of documents that I don't know exactly what they're
7 going to be and I'm frankly opposed to receiving those since
8 he's had four chances to do so already.

9 MR. BYLER: No, this is the first time you raised
10 those specific objections, your last letter. I'm providing
11 the detailed document which took some time to go out to
12 warehouses to get and they asked American Express for certain
13 statements which they are providing. I did that as soon as
14 receiving your letter on Good Friday and it's taken that time
15 in order to get that documentation. So this is simply the
16 mechanics. If I had it already in my hand I would give it to
17 you but you're getting it as soon as possible.

18 THE COURT: The report was due January 11th. We're
19 closer to April 11th at this point. What I will do is I will
20 give Mr. Byler until close of business Thursday, i.e. 5:00 on
21 Thursday to get you an amended report which is one coherent
22 report, not a series of supplements to an original report, and
23 whatever schedules and other documentation he's providing in
24 connection with that and then if you wish to make a motion to
25 strike the report in whole or in part, you can do that by

1 April 17th. I will give you until April 24th to respond to
2 that motion.

3 At the end of this phone conference we'll also give
4 you a date in early May for a further phone conference at
5 which I'll decide the schedule for any -- well, have you
6 provided any defense expert reports yet?

7 MS. SIMPSON: We have not, Your Honor.

8 MR. BYLER: Your Honor, that's why I was -- I
9 apologize for seeming aggravated at the start of this phone
10 conversation but it's only been plaintiff going forward on
11 expert discovery. I received nothing in terms of defense
12 expert reports and --

13 THE COURT: Well, she's not required to have an
14 expert respond to an inadequate report. So as far as I'm
15 concerned, and I'll make it explicit in my order, until I
16 direct that she produce expert reports she won't have to.
17 Just so it's abundantly clear, all of the delay as far as I'm
18 concerned is not because she's been making meritless
19 objections to your report. It's because you served a report,
20 I said before and I'll reemphasize which was willfully
21 inadequate and you've been doing this reluctantly in bits and
22 pieces.

23 So I'm giving you one last shot, sir, after which I
24 intend to rule and if I rule that the report get stricken
25 that's not a dispositive motion. Potentially you may be able

1 to show your damages for a fact witness but --

2 MR. BYLER: Well, we can do that but I still
3 reserve -- out of no respect to you, but I do think it goes to
4 the [inaudible] which is better reserved for a trial judge
5 because -- in effect, it's tantamount to a trial evidentiary
6 ruling. That's the theory of the position.

7 THE COURT: I understand and I don't take any
8 umbridge of your --

9 MR. BYLER: I didn't want you to.

10 THE COURT: I'm sorry.

11 MR. BYLER: I didn't want you to take any umbridge
12 and I'm afraid you have.

13 THE COURT: No, I take umbridge at the letters
14 basically attacking Ms. Simpson and saying repeatedly that her
15 motion is meritless when in fact I think she has a legitimate
16 argument that the report your expert filed did not comply with
17 Rule 26.

18 MR. BYLER: With due all respect to saying that a
19 motion is meritless is not attacking her personally. It's
20 saying that the grounds for the proposed motion are without
21 basis and I went through in what was a four-page letter
22 explaining why I felt that was so.

23 THE COURT: As far as I'm concerned in an initial
24 passthrough, although if there's a formal motion I'll look at
25 it more intensively, it seems me she's right and you're wrong.

1 You can stand on whatever it is you have. You can supplement
2 it through the close of business Thursday but I suggest you
3 get it right this time because if she files the motion and I
4 conclude you haven't I intend to strike the report and then
5 you'll be -- or the portions of it that I find she's
6 telling -- she's accurate about and under Rule 37 I'll also be
7 required to assess costs of the motion in all likelihood.

8 MR. BYLER: I will take to heart the amended report.
9 I thank you for that opportunity. I don't agree with the other
10 comments but I think it's better for me to focus on taking
11 advantage of the opportunity for amended reports.

12 THE COURT: I think that would be a wise course for
13 you to pursue.

14 We're going to put you on hold and my law clerk will
15 give you a date sometime after the opposition papers are due
16 for a further phone conference.

17 MS. SIMPSON: Thank you.

18 * * * * *

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1 I certify that the foregoing is a court transcript from
2 an electronic sound recording of the proceedings in the above-
3 entitled matter.

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Shari Riemer

7 Dated: June 12, 2008
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EXHIBIT S

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
GREAT WHITE BEAR, LLC,

Plaintiff,

-against-

MERVYNS, LLC,

Defendant.
-----X

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ORDER

06 Civ. 13358 (RMB)(FM)

FRANK MAAS, United States Magistrate Judge.

Pursuant to a telephone conference held earlier today, it is hereby

ORDERED that:


1. By 5:00 p.m. on April 10, 2008, the plaintiff shall provide the defendant with Mr. Rankel's final expert report, together with any necessary schedules and other documentation. The amended report shall take the form of one cohesive report, not supplements to the prior reports prepared by the expert.
2. On or before April 17, 2008, the defendant may file a motion to strike Mr. Rankel's report if it believes inadequacies persist.
3. On or before April 24, 2008, the plaintiff shall file any opposition papers.
4. The defendant need not produce its own experts' reports until further order of the Court.

5. A further telephone conference shall be held on April 29, 2007, at 10:00 a.m. Counsel for the defendant shall initiate the call by dialing Chambers at (212) 805-6727.

SO ORDERED.

Dated: New York, New York
April 8, 2008

SO ORDERED.



FRANK MAAS
United States Magistrate Judge

Copies to:

Honorable Richard M. Berman
United States District Judge

Philip A. Byler, Esq.
Nesenoff & Miltenberg LLP
Fax: (212) 736-2260

Lisa T. Simpson, Esq.
Orrick, Herrington & Sutcliffe LLP
Fax: (212) 506-5151

EXHIBIT T

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

GREAT WHITE BEAR, LLC,

Plaintiff,

-against -

MERVYNS, LLC,

Defendant.

06 Civ. 13358 (RMB)(FM)

**FINAL EXPERT REPORT
OF STEPHEN J. RANKEL, C.P.A.**

PART 1 OF 2

This is a final amended written report by the undersigned, Stephen J. Rankel, C.P.A., in compliance with what I have been advised are the requirements with respect to expert testimony in federal court. I address the subject of what were the damages suffered by Great White Bear, LLC (AGWB@), assuming a breach of contract by Mervyns, LLC (AMervyns@) as alleged in the Amended Complaint in Great White Bear, LLC v. Mervyns, LLC, 06 Civ. 13358 (S.D.N.Y.). For this testimony, I have read the Amended Complaint, the Answer and some of the deposition testimony and exhibits in the case, and I have considered and have had available the GWB financial records and documents. Because I have been the outside accountant to GWB, I have a working knowledge of the financial records and documents of the company. With respect to Amending, what I have done is to pull together the information that had been spread out in exhibits and presented it here, with more supporting explanation and detail, in an organized, corrected and expanded discussion.

I. My Credentials.

In January 1980, I graduated from Baruch College. In April 1980, I started as a staff accountant at the firm of Weinick Sanders & Co., LLP and studied to become a certified public accountant. In November 1983, I became a certified public accountant in New York State. From September 1984 to March 1985, I was a chief financial officer for a client of the Weinick Sanders firm; and in March 1985, I returned to Weinick Sanders

& Co., LLP (which changed its name to Weinick Sanders Leventhal & Co., LLP). In 1987, I was made partner of that firm; in 1992, I was made Executive Partner; and in 1996, I was made a Managing Partner. The firm of Weinick Sanders & Co., LLP (Weinick Sanders Leventhal & Co., LLP) specialized in servicing companies in the apparel and textile industries.

In August 2005, Weinick Sanders Leventhal & Co., LLP split up, and four Partners including myself joined the firm of Citrin Cooperman & Company, LLP. I am an Executive Partner of the Citrin Cooperman firm. I have continued to work servicing companies in the apparel and textile industries.

As a result of my years at Weinick Sanders Leventhal & Co., LLP and Citrin Cooperman & Company, LLP, I have had over 25 years of experience as an accountant servicing companies in the apparel and textile industries.

I am a member of the New York State Society of Certified Public Accountant and a member of the American Institute of Certified Public Accountants.

I am an accountant with a busy practice and have not published anything in the last ten years, nor have I testified as an expert in the last four years. For this work in this case as an expert, I am not receiving a special fee or other form of compensation, but rather I am billing the company for my time at my normal rate (\$400 an hour) that is standard in the industry.

II. Analytical Approach To Damages Accounting.

As the outside accountant to GWB, I am very aware of the position of Danny Fodiman and Glenn Sands that Mervyns=s breach of what they perceived as a contractual obligation to place orders and buy a certain amount of garments from GWB with the mark AR for Rampage® caused damages to Great White Bear, a position stated in their deposition testimony. (Glenn Sands Deposition pp. 152-158; Danny Fodiman Deposition pp. 113-116, 210-211.) This report, however, does not concern stating facts with respect to the breach of contract alleged in the Amended Complaint and discussed in deposition testimony, but rather, assuming for the purpose of this report and my testimony that there has been found a breach of contract by Mervyns, an accounting of damages to be assessed.

There are two categories of damages identified in this report: (1) lost profits from the contracted for business not being done; and (2) losses from additional costs that were incurred by GWB to meet the requirements of the contracted for Mervyns line but that were not recouped due to the contracted for business not being done or not being done in accordance with the agreement.

Category (1), lost profits, are included in the damages accounting because a buyer (Mervyns) did not place orders and buy garments to fill a contractual commitment to do a

certain amount of business with a seller (GWB) and a profit margin calculation can reasonably be performed as to the missing amount of business in purchases not made.

Category (2), the losses from the additional costs, are included because a seller (GWB) incurred costs in the process of filling an expected amount of business in the apparel industry, but then a buyer (Mervyns) did not place orders and buy garments to fill a contractual commitment to do a contracted for amount of business. Filling Mervyns orders meant, among other things, GWB=s payment of a minimum royalty to the Rampage company, factoring orders, hiring and use of employee time, engaging factories over in Asia to make the Mervyns garments (and not other garments) and placing advance deposits as downpayments with those factories. When GWB did not receive orders per the contracted for number and kind of orders, those costs became losses -- e.g., a minimum royalty payment obligation continued, deposits placed with factories were applied anyway by the factories and factor interest not associated with successful sales.

III. Summary of the Damages.

Assuming a finding of liability for breach of contract, the following is a summary of the damages suffered by GWB. This summary will be an exhibit at trial and also put in blow up form. In the next section, after this summary, is a description of each damage item, the bases and reasoning for inclusion of each items and the data and documents supporting them. First, the summary listing, totaling \$5,984,415.70 in damages, is as

follows:

<u>ITEM NO.</u>	<u>ITEM</u>	<u>AMOUNT</u>
1	Lost Sales	\$3,976,200.00
2	Lost Royalty Payments - Rampage	\$286,666.66
3	Returns, Cancellations and Unjustified Chargebacks For Accepted Garments	\$250,000.00
4	Lost Samples & Development Costs	\$7,500.00
5	Lost Additional Employees Time and Effort	\$260,049.04
6	Interest - Returns, Cancelled Orders, Unjustified Chargebacks	\$10,000.00
7	Lost Opportunity Cost	\$700,000.00
8	Lost Overseas Deposits	<u>\$494,000.00</u>
	Total Damages	\$5,984,415.70

IV. Discussion of Damage Items.

The following is a description of each item, the bases and reasoning for inclusion of each item in the damages and the data and documents supporting them.

Item # 1: Lost Sales.

The first item in the damages chart is lost sales, and the calculation of lost sales begins with two documents reflecting the sales commitment. The first document is the transcription of a cell phone message left by Scott Jeffries (bearing the numbering P

01090), which was marked as Exhibit 1 at the Scott Jeffries deposition, Exhibit 1 at the deposition of Sandy Fodiman and Exhibit 6 at the deposition of Danny Fodiman. The second document is an e-mail exchange between Danny Fodiman forwarding a message from Sandy Fodiman to Scott Jeffries and Scott Jeffries confirming in a message back to Danny Fodiman (bearing the numbering P 01091), which was marked as Exhibit 2 at the Scott Jeffries deposition, Exhibit 2 at the deposition of Sandy Fodiman and Exhibit 7 at the deposition of Danny Fodiman.

According to these documents and deposition testimony concerning them, Scott Jeffries called Sandy Fodiman to commit Mervyns to placing orders for \$9,000,000 at cost in Acollections® and \$4,200,000 at cost in Aactive wear® for a total of \$13,200,000, in an 18-month or 3-season period, that was up or down 10% aggressive, leaving \$11,700,000 in committed sales from GWB to Mervyns in that 18-month or 3-season period, at a 38% guaranteed margin with an initial mark up at 67%. (Scott Jeffries Deposition pp. 36-37, 44-54; Sandy Fodiman Deposition pp. 47-123; Glenn Sands deposition pp. 67-89; Danny Fodiman Deposition pp. 113-122.) Mervyns thereafter placed \$2.3 million in orders with GWB. Using a conservative approach of fully allowing for a 10% deviation down and thus the \$11.7 million sales figure as the committed amount, GWB had an unfulfilled order for \$9.4 million of garments.

It is not disputed that Mervyns did not place orders for another \$9.4 million of AR

for Rampage® garments. Based on Mervyn's not placing with GWB the remaining \$9.4 million of orders, the damages from lost sales may be calculated as follows:

Lost Sales	\$9,400,000.00
<u>Gross Profit Percentage</u>	<u>42.3%</u>
Gross Profit	\$3,976,200.00

I know from my experience in servicing companies in the apparel industry, a 38% to 45% gross profit rate would be considered a standard gross profit rate to use. Here, to calculate the lost gross profit, I am using an average of the GWB profit rates that are reflected in the invoice documents for the actual sales by GWB to Mervyn's. Attached as a collective Exhibit 1 are: (a) the documents marked P 01090 and P 01091; (b) invoice documents reflecting GWB profit rates (American Resources was a GWB agent); and (c) the filled Mervyn's orders that totaled \$2.3 million.

Item # 2: Lost Royalty Payments - Rampage.

There was a guaranteed royalty payment by GWB to the Rampage company of \$400,000.00 for the exclusive use of a Rampage mark (AR for Rampage®) for the garments to be sold to Mervyn's. This is reflected in the exclusive license agreement entitled AFirst Amendment To License Agreement,® marked as Iconix Exhibit 4. The deposition testimony of Sandy Fodiman also discusses the need for a commitment from Mervyn's because of the Rampage license agreement. (Sandy Fodiman Deposition pp. 61-62, 66-68, 72, 86-87, 89-90.) Later, there was a settlement with the Rampage company,

dated June 9, 2006, with respect to the royalty payments, marked as Iconix Exhibit 10. The total royalty payments were \$286,666.66, consisting of: (i) \$70,000.00 in payments made before the June 9, 2006 agreement; and (ii) actual settlement payments of \$216,666.66. Attached as a collective Exhibit 2 are: (a) the First Amendment to License Agreement; (b) the June 9, 2006 settlement agreement; (c) cancelled checks marked as Iconix Exhibit 8; and (d) the testimony of the Iconix witness at pages 76-78 (either there is a typographical error or the arithmetic gets messed up -- the total settlement payments were \$150,000.00 plus \$66,666.66, which equals \$216,666.66).

The settlement amount is included in the damages chart because this was a cost borne by GWB, which owed royalty payments to the Rampage company regardless of what is assumed assuming for the purpose of this report and my testimony as a breach of contract by Mervyns.

Item # 3: Returns, Cancellations and Unjustified Chargebacks for Accepted Garments.

Mervyns returned garments and cancelled orders of made garments that ended up in a GWB warehouse, and GWB had to take a loss on such garments because of the Rampage exclusive license. Also, Mervyns made what GWB considered to be unauthorized deductions when paying GWB=s invoices. These chargebacks were taken when GWB=s invoices were paid by Mervyns to the factor, Israel Discount Bank (AIDB Factor@), which had purchased the receivables as the time of the shipment and loaned

funds to GWB to operate and pay for the garments prior to being paid by Mervyns.

These costs are thus reflected in the documents attached as collective Exhibit 4: (a) IDB Factor Aging Statements; and (b) checks and client reports showing chargebacks. The costs may reasonably be set, given the amount of AR for Rampage@ business that Mervyns did with GWB, at \$250,000.00.

Item # 4: Lost Samples and Development Costs.

GWB created a new sportswear line for Mervyns with the exclusive license AR for Rampage@ and in the process required incurring: (i) costs in purchasing and making samples and (ii) development costs in patterns, sourcing and the like. These expenses may conservatively be set at \$7,500.00.

Item #5: Lost Additional Employees Time and Efforts.

GWB started business in 2003 and had a base core of customers. The business done with Mervyns was incremental that required GWB to hire additional employees. GWB hired two employees to handle the EDI for Mervyns; their pay was as follows:

Robert Moses	\$60,000.00
Miguel Lopez	\$20,192.34
<u>Benefits (medical, etc.@ 30%)</u>	<u>\$24,057.70</u>
	\$104,249.04

GWB also had employee time redirected to Mervyns; so, a portion of their compensation needs to added in this item as well:

Bebe (designer)	\$36,000.00
Danny Fodiman	\$40,000.00

Glenn Sands	\$40,000.00
<u>Benefits (medical, etc. @30%)</u>	<u>\$34,800.00</u>
	\$150,800.00

Finally, allocated to this item should be a portion of employee time that contributed to the Mervyns line in terms of sales, administrative, samples and patterns work B \$5,000.00.

The total of \$104,249.04, \$150,800.00 and \$5,000.00 is \$260,049.04.

Item #7: Interest – Returns, Cancelled Orders, Unjustified Chargebacks.

GWB was financed by IDB Factor; and such financing was necessary and typical in the apparel industry. There was, however, an additional cost attributable to the Mervyns situation in additional finance interest resulting from unshipped garments in inventory, returned garments in inventory and unjustified chargebacks. Taking into account that IDB Factor was charging 12% on all advances and the amount of business that Mervyns did and was contracted to do with GWB, additional interest charges that would not have occurred but for the Mervyns situation may reasonably and conservatively be set at \$10,000.00.

Item #8: Lost Opportunity Cost.

Excluding Mervyns, GWB had a core customer base of approximately \$8 million. GWB, by prioritizing the work of the company for Mervyns, was not able to supply customers as Charming Shoppes and Cato=s. Attached as Exhibit 9 are confirmed orders from Charming Shoppes for delivery in 2005 that could not be shipped due to Great

White Bear, LLC=s business with Mervyns. With the overseas factories tied up in making the garments for the Mervyns line, the orders could not be filled at a loss of \$700,000.00 to GWB.

Item #9: Lost Overseas Deposits.

GWB was required by the overseas suppliers and factories to make deposits (advances) to overseas suppliers and factories in order to have the garments made for Mervyns. The cancellation of the Mervyns orders cost GWB \$494,000.00 in lost deposits. Attached as Exhibit 11 is a schedule from Quickbooks showing the lost overseas deposits.

V. A Check From A Summary Financial History of Great White Bear, LLC.

A way of checking (albeit not directly proving) that GWB suffered financial losses from what is assumed for the purposes of this report and my testimony was a breach of contract by Mervyns to place orders per the sales commitment referenced above is to review and consider the financial history of GWB.

From my work as an outside accountant to GWB and having knowledge of its financial records, I can state that GWB was formed as a limited liability company on April 24, 2003 and began business on May 12, 2003, and that the following chart summarizes company equity, loans, sales and profit/loss for periods spanning May 12, 2003 to September 1, 2006 (amounts in U.S. dollars):

	<u>Equity Contributed</u>	<u>Non-IDB Loans</u>	<u>Sales</u>	<u>Profit (Loss)</u>
May 12, 2003 to December 31, 2003	\$200,000	\$300,000	\$9,281,000	\$247,000
For Year Ended December 31, 2004		\$250,000	\$8,464,000	\$13,000
For Year Ended December 31, 2005		\$100,000	\$8,619,000	(\$1,399,000)
From January 1, 2006 to September 1, 2006		\$578,000	\$3,191,000	(\$1,286,000)

This chart will be an exhibit at trial and may also put in a blow up form because based on the summary of financial information shown above, GWB=s financial situation declined markedly in 2005, the year that business was begun (and all but ended) with Mervyns. This is consistent with GWB having suffered damages from a breach of contract by Mervyns.

In 2005, GWB had to make advances to overseas suppliers to meet increased volume of business from Mervyns. Outstanding advances to suppliers were: \$674,000 at June 30, 2005; \$603,000 at September 30, 2005; and \$220,000 at December 31, 2005. IDB Factor required that GWB put more money in the business, which was done in August 2006; however, IDB Factor then foreclosed on its security interest and a peaceful possession and sale of assets to Sanford Fodiman occurred. The personal guarantee that

Sanford Fodiman had to extend as part of that transaction is not included in the financial figures shown above.

Dated: April 10, 2008


Stephen J. Rankel, C.P.A.

**EXHIBIT 1 TO THE FINAL EXPERT
REPORT OF STEPHEN J. RANKEL, C.P.A.**

BEGIN VM MESSAGE # 3

S. Jeffries: Hey Sanford it's Scott, I got some rough numbers for you. Um, I'm lookin' at about nine million dollars in sales on the collections, over eighteen months that's on two fixtures. And I've got ya' at like, four million two on active. 'Cause I actually have, some fabrics to give you, what my proposal was, what is for ten six for you to take over the Side Out active fixture. I couldn't move the back to school, 'cause we were already in production. So that'll get you to a total sales figure of thirteen million two fifty, ah, and that would equate to roughly twenty million seven in retail purchases. And that's at a thirty-eight margin right, so I'm guessing we probably wanna' be at sixty-seven, sixty-eight mark up so you can back that out to get to cost purchases. Um, this is a little high from the perspective of four way productivity, 'cause that did not back out the table um, but that gets you basically to my ra- ah, average rack productivity for the department, so I- I don't know if you wanna' take it down ten percent, but I- I feel like this- it's pretty aggressive as it sits today. Give me a call if you have any questions ah, I'm in between appointments. I had to come down to the lobby, hopefully you're getting a good signal and you can hear everything. I will talk to you later, bye.

END VM MESSAGE # 3

Yahoo! Mail - dfodiman@yahoo.com

Page 1 of:

Yahoo! My Yahoo! Mail

Search:

YAHOO! MAILWelcome, dfodiman
[Sign Out, My Account][Mail Home](#) - [Mail Tutorials](#) - [Help](#)I want to
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Nordstrom

Todd

doggin it

jf

marsha

sanjay

sara smith

todd fodiman

This message is not flagged. [[Flag Message](#) - [Mark as Unread](#)][Printable View](#)

Subject: RE:

Date: Thu, 31 Mar 2005 14:09:39 -0800

From: "Scott Jeffries" <Scott.Jeffries@mervyns.com> [View Contact Details](#) [Add Mobile Alert](#)

To: "Danny Fodiman" <dfodiman@yahoo.com>

I'll make it up in the last 12 months. Nothing else I can do in this season unless my sales plan is raised to accommodate.

-----Original Message-----

From: Danny Fodiman [mailto:dfodiman@yahoo.com]

Sent: Thursday, March 31, 2005 1:36 PM

To: Scott.Jeffries

Subject:

Hi Scott Sandy asked me to forward this message to you. He was concerned after the conversation he had with you the other day. Based upon your original phone message which told Sandy that the collections would be \$9,000,000 at cost and active would be \$4,200,000 at cost (13,200,000) over an 18 month period he wanted to know if we would be able to hit the numbers you had given him. That would translate based on your message to \$20,700,000 in retail sales at a 38% maintained guaranteed margin with the initial IMU at 67%. The reason for this concern is the guarantees which we have already given Rampage. I realize that you had said the number could be aggressive and maybe 10% high but our guarantees are substantial. Please bear this in mind. Best Regards, Sandy

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P 01091

RESOURCING AMERICA, INC.

PAGE ___ OF ___

ATTENTION: JOE DRAGO

DATE: 06/20/05

COMPANY: GREAT WHITE BEAR INC

FROM: IDA

FAX:

FAX:011-9221-431-1907

SHIPPING NOTICE*PLEASE BE ADVISED THAT THE FOLLOWING
MERCHANDISE HAS BEEN SHIPPED.*

BUYER: GREAT WHITE BEAR INC, RAM

LC# DP

VENDOR: ALLIED GLORY ENTERPRISE LTD ,PAKISTAN

T.LC#

VENDOR INVOICE#

BL/AWBL#

CONTAINER#

AG0071/05

KKLUSH8012518

KKFU9033153

SHIPPING COMPANY

CONSOLIDATOR/FRT.FORWARDER

VEN. INV. DATE SHIPD ON BOARD

K-LINE

PACNET LOGISTICS

06/17/05

06/11/05

FEEDER VESSEL VOYAGE

DEPARTED FIRST PORT OF LOADING

FIRST PORT OF LOADING

06/11/05

SHANGHAI

MOTHER SHIP VOYAGE

ETD SECOND PORT OF LOADING

SECOND PORT OF LOADING

CHESAPEAKE BAY BRIDGE 8E

ETA DESTINATION

ARRIVED DESTINATION

DEBIT NOTE#

06/23/05

LOS ANGELES

KPD 4673

PO#	STYLE#	COLOR	SIZE	CARTONS	PPK	DOZ.	SHPD	LDP/DZ	EXTENTION
1511	122	DENIM	3-13	81	1.00	81	\$106.60		\$8,634.60
1515	123	DENIM	3-13	348	1.00	348	\$106.60		\$37,096.80
1517	201	DENIM	3-13	206	1.00	206	\$106.60		\$21,959.60
				635	CTNS	635	/DZ		\$67,691.00

Style 123 S.P. 1450 Cost 8.88

MU% 38.8

Style 201 S.P. 1450 Cost 8.88

MU% 38.8%

DOCUMENT FOLLOW UP

___ INVOICE ___ VISA 335

___ SHIPPING MEMO

DEBIT NOTE

___ PACKING LIST ___ VISA

___ INSPECTION REPORT

VISA AWBL

___ BL/AWBL ___ VISA

___ INSPECTION CERTIFICATE

DATE SENT

VIA

___ CERTIFICATE OF ORIGIN

___ SINGLE COUNTRY DECL

SENT TO

RESOURCING AMERICA, INC.

954 EAST 7TH ST
BROOKLYN NY 11230
TEL 718-258-6588

INVOICE# **KPD 4673**

LC# **DP**

BANK REF#

Bill To:

GREAT WHITE BEAR INC
1450 BROADWAY, 25TH FLOOR
NEW YORK, NY
10018, USA

Ship To:

GREAT WHITE BEAR INC
1450 BROADWAY, 25TH FLOOR
NEW YORK, NY
10018, USA

BL/AWBL#

KL KKLUSH8012518

DEBIT NOTE#

KPD 4673

<u>STYLE#</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT</u>	<u>LDP/DZ</u>	<u>EXTENSION</u>
122	1511LADIES DENIM JEANS WITH RHINESTONES	81	Doz	\$106.60	\$8,634.60
123	1515LADIES DENIM JEANS WITH BELTDENIM 10 OZ	348	Doz	\$106.60	\$37,096.80
201	1517LADIES DENIM JEANS DENIM 10 OZ STRETCH	206	Doz	\$106.60	\$21,959.80

PLEASE REMIT PROCEEDS TO:
RESOURCING AMERICA, INC.

SALES AMOUNT: **\$67,691.00**

DEPOSIT: **-\$67,691.00**

TOTAL APPLIED: **\$0.00**

BALANCE DUE: **\$0.00**

01005

RESOURCING AMERICA, INC.

PAGE ____ OF ____

ATTENTION: JOE DRAGO

DATE: 06/14/05

COMPANY: GREAT WHITE BEAR INC

FROM: AMIN

FAX:

FAX:011-9221-431-1907

SHIPPING NOTICE**PLEASE BE ADVISED THAT THE FOLLOWING
MERCHANDISE HAS BEEN SHIPPED.**

BUYER: GREAT WHITE BEAR INC, RAM

LC# DP

VENDOR: SHAHPUR APPAREL, PAKISTAN

T.LC#

VENDOR INVOICE#

BL/AWBL#

CONTAINER#

SA/RAI/264/05

724-2557-9503

SHIPPING COMPANY

CONSOLIDATOR/FRT.FORWARDER

VEN. INV. DATE SHIPD ON BOARD

SWISS AIR

PAKISTAN CARGO

06/11/05

06/13/05

FEEDER VESSEL VOYAGE

DEPARTED FIRST PORT OF LOADING

FIRST PORT OF LOADING

LX-6007

06/13/05

KARACHI

MOTHER SHIP VOYAGE

ETD SECOND PORT OF LOADING

SECOND PORT OF LOADING

LX-40

06/16/05

ZURICH

ETA DESTINATION

ARRIVED DESTINATION

DEBIT NOTE#

06/16/05

LAX

KPD 4669

PO#	STYLE#	COLOR	SIZE	CARTONS	PPK	DOZ	SHIPD	LDP/DZ	EXTENTION
1514	100 6/20-23	BLACK	S-XL	14	6.00	84	\$67.00		\$5,628.00
1514	100	SAND	S-XL	41	6.00	246	\$67.00		\$16,482.00
1501	107	DENIM	3-13	349	1.00	349	\$106.60		\$37,203.40
				404	CTNS	679	/DZ		\$59,313.40

Multiple styles over
ship prints

Style 100 S.P. 9.25 Cost 5.58

MU% 39.6%

Style 107 S.P. 14.50 Cost 8.88

Denim MU% 38.7%

paid

DOCUMENT FOLLOW UP

___ INVOICE ___ VISA 348

___ SHIPPING MEMO

DEBIT NOTE

___ PACKING LIST ___ VISA

___ INSPECTION REPORT

VISA AWBL

___ BL/AWBL ___ VISA

___ INSPECTION CERTIFICATE

DATE SENT

VIA

___ CERTIFICATE OF ORIGIN

___ SINGLE COUNTRY DECL

SENT TO

RESOURCING AMERICA, INC.

954 EAST 7TH ST
BROOKLYN NY 11230
TEL 718-258-6588

INVOICE# **KPD 4669**

LC# DP

BANK REF#:

Bill To:

GREAT WHITE BEAR INC
1450 BROADWAY, 25TH FLOOR
NEW YORK, NY
10018, USA

Ship To:

GREAT WHITE BEAR INC
1450 BROADWAY, 25TH FLOOR
NEW YORK, NY
10018, USA

BL/AWBL#

LX 724-2557-9503

DEBIT NOTE#

KPD 4669

STYLE#	DESCRIPTION	QTY.	UNIT	LDP/DZ	EXTENSION
100	1514LADIES POPLIN TOP POPLIN	84	DOZ	\$67.00	\$5,628.00
100	1514LADIES POPLIN TOPPOPLIN	246	DOZ	\$67.00	\$16,482.00
107	1501LADIES DENIM CAPRIDENIM	349	DOZ	\$106.60	\$37,203.40

PLEASE REMIT PROCEEDS TO:
RESOURCING AMERICA, INC.

SALES AMOUNT: \$59,313.40

DEPOSIT: -\$11,853.60

TOTAL APPLIED: \$47,459.80

BALANCE DUE: \$47,459.80

Did Mike M

RESOURCING AMERICA, INC.

PAGE ___ OF ___

ATTENTION: JOE DRAGO

DATE: 08/10/05

COMPANY: GREAT WHITE BEAR INC

FROM: IDA

FAX:

FAX:011-9221-431-1907

SHIPPING NOTICE*PLEASE BE ADVISED THAT THE FOLLOWING
MERCHANDISE HAS BEEN SHIPPED.*

BUYER: GREAT WHITE BEAR INC, RAM

LC# L 620036

VENDOR: ZHEJIANG FUHAOTE IMP AND EXP CO, PAKISTAN

T.LC# L 620036-01

VENDOR INVOICE#BL/AWBL#CONTAINER#

FHT05-22

0507185LGB01

NYKU7002560

SHIPPING COMPANYCONSOLIDATOR/FRT.FORWARDERVEN. INV. DATE SHIPD ON BOARD

NIPPON YUSEN KAISHA

PACIFIC NET

08/04/05

08/01/05

FEEDER VESSEL VOYAGEDEPARTED FIRST PORT OF LOADINGFIRST PORT OF LOADING

08/01/05

HONG KONG

MOTHER SHIP VOYAGEETD SECOND PORT OF LOADINGSECOND PORT OF LOADING

OOCL HAMBURG 13E30

ETA DESTINATIONARRIVED DESTINATIONDEBIT NOTE#

08/14/05

LOS ANGELES

KPD 4719

PO#	STYLE#	COLOR	SIZE	CARTONS	PPK	DOZ	SHPD	LDP/DZ	EXTENTION
1547	1123	LT DENIM	3-13	207	1.00	207	\$106.60		\$22,066.20
1548	241	DENIM	3-13	81	1.00	81	\$106.60		\$8,634.60
				288	CTNS	288	/DZ		\$30,700.80

Style 1123 S.P. 14.50 Cost 8.88

MU% 38.7%

Style 241 S.P. 14.50 Cost 8.88

MU% 38.7%

DOCUMENT FOLLOW UP

___ INVOICE ___ VISA 335

___ SHIPPING MEMO

DEBIT NOTE

___ PACKING LIST ___ VISA

___ INSPECTION REPORT

VISA AWBL

___ BL/AWBL ___ VISA

___ INSPECTION CERTIFICATE

DATE SENT

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___ SINGLE COUNTRY DECL

SENT TO

VIA

Received from: Mervyns
 Date and time: 8/30/2005 7:28:20 PM

Purchase Order

Trans Control No 101262185
 PO Type Blanket Order
 PO Date 08/30/2005
 Vendor No 0066423
 Promotion Code
 Guest Contact
 OB Descr COMPTON CA
 Special Order Type
 Terms Basis Date Type Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not 09/26/2005
 before
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-9236052
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 09/30/2005

Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0911
 Ship to Code 0911
 Ship to Store City
 Ship to Store Zipcode
 Release No

Line No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
156	Each	9.6	Wholesale Price per Each	962881038	4081	842629005833	32	1	1	VELUR W CRCH PANT 9/30 BLUE S	BLUE	SMALL	12	1	C12810	0911	156
324	Each	9.6	Wholesale Price per Each	962881039	4081	842629005840	32	1	1	VELUR W CRCH PANT 9/30 BLUE M	BLUE	Medium	12	1	C12810	0911	324
324	Each	9.6	Wholesale Price per Each	962881040	4081	842629005857	32	1	1	VELUR W CRCH PANT 9/30 BLUE L	BLUE	Large	12	1	C12810	0911	324
168	Each	9.6	Wholesale Price per Each	962881041	4081	842629005864	32	1	1	VELUR W CRCH PANT 9/30 BLUE XL	BLUE	XLarge	12	1	C12810	0911	168

Number of Line Items 4
 Total Extended Line 9,331.20

Total Order Qty 972.0

P 00979

(page break)

Received from: Mervyns
 Date and time: 9/17/2005 3:28:16 AM

Purchase Order

Trans Control No 101276714
 Order Type Delivery Order
 Order Date 08/30/2005
 Vendor No 0066423
 Promotion Code
 Guest Contact
 OB Descr COMPTON CA
 Special Order Type
 Terms Basis Date Type Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not After 09/26/2005
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-9235052
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 09/30/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0986
 Ship to Code 0986
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Line No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
24	Each	9.6	Wholesale Price per Each	962881039	4081	842629005840	32	1	VELUR W CRCH PANT 9/30 BLUE M	BLUE	Medium	12	1	C12610	0986	24	
36	Each	9.6	Wholesale Price per Each	962881040	4081	842629005857	32	1	VELUR W CRCH PANT 9/30 BLUE L	BLUE	Large	12	1	C12610	0986	36	
12	Each	9.6	Wholesale Price per Each	962881041	4081	842629005864	32	1	VELUR W CRCH PANT 9/30 BLUE XL	BLUE	XLarge	12	1	C12610	0986	12	

Number of Line Items 3
 Total Extended Line 691.20

Total Order Qty 72.0

This data set was generated by Ditrans(TM) of Dicentral Corporation

page break)

P 00981

Received from: Mervyns
Date and time: 8/17/2005 3:28:16 AM

Purchase Order

Trans Control No	101276714	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-9235052
PO Date	08/30/2005	Department No	962
Vendor No	0068428	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	09/26/2005	Ship/Deliver Not After	09/30/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0993
Ship to Store Name		Ship to Code	0993
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Line No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
24	Each	9.6	Wholesale Price per Each	962881039	4081	842629005840	32	1	1	VELUR W CRCH PANT 9/30 BLUE M	BLUE	Medium	12	1	C12610	0993	24
24	Each	9.6	Wholesale Price per Each	962881040	4081	842629005857	32	1	1	VELUR W CRCH PANT 9/30 BLUE L	BLUE	Large	12	1	C12610	0993	24
12	Each	9.6	Wholesale Price per Each	962881041	4081	842629005884	32	1	1	VELUR W CRCH PANT 9/30 BLUE XL	BLUE	XLarge	12	1	C12610	0993	12

Number of Line Items 3
Total Extended Line 576.00

Total Order Qty 60.0

This data set was generated by Ditrans(TM) of Dicentral Corporation

ge break)

P 00982

Received from: Mervyns
 Date and time: 9/17/2005 3:28:16 AM

Purchase Order

PO Control No 101276714
 PO Type Delivery Order
 PO Date 08/30/2005
 PO Number 0088423
 Promotion Code
 PO Contact
 PO Descr COMPTON CA
 Special Order Type
 PO Basis Date Type Delivery Date
 PO Disc Days Due
 Ship/Deliver Not 09/26/2005
 PO Store
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 PO Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-9235052
 Department No 982
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 09/30/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0996
 Ship to Code 0996
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
72	Each	9.6	Wholesale Price per Each	962881038	4081	842629005833	32	1	VELUR W CRCH PANT 9/30 BLUE S	BLUE	SMALL	12	1	C12610	0996	72
132	Each	9.6	Wholesale Price per Each	962881039	4081	842629005840	32	1	VELUR W CRCH PANT 9/30 BLUE M	BLUE	Medium	12	1	C12610	0996	132
120	Each	9.6	Wholesale Price per Each	962881040	4081	842629005857	32	1	VELUR W CRCH PANT 9/30 BLUE L	BLUE	Large	12	1	C12610	0996	120
72	Each	9.6	Wholesale Price per Each	962881041	4081	842629005864	32	1	VELUR W CRCH PANT 9/30 BLUE XL	BLUE	XLarge	12	1	C12610	0996	72

Number of Line Items 4

Extended Line 3,801.60

Total Order Qt

396.0

f 00983

(page break)

P 00984

Received from: Mervyns
 Date and time: 9/17/2005 3:28:16 AM

Purchase Order

Order Control No 101276714
 Order Type Delivery Order
 Order Date 08/30/2005
 Order No 0066423
 Promotion Code
 Order Contact
 Order Descr COMPTON CA
 Special Order Type
 Order Basis Date Type Delivery Date
 Order Disc Days Due
 Ship/Deliver Not After 09/28/2005
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Order Net Days
 Order PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-9235052
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 09/30/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0997
 Ship to Code 0997
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
84	Each	9.6	Wholesale Price per Each	962881038	4081	842629005833	32	1	VELUR W CRCH PANT 9/30 BLUE S	BLUE	SMALL	12	1	C12610	0997	84
144	Each	9.6	Wholesale Price per Each	962881039	4081	842629005840	32	1	VELUR W CRCH PANT 9/30 BLUE M	BLUE	Medium	12	1	C12610	0997	144
144	Each	9.6	Wholesale Price per Each	962881040	4081	842629005857	32	1	VELUR W CRCH PANT 9/30 BLUE L	BLUE	Large	12	1	C12610	0997	144
72	Each	9.6	Wholesale Price per Each	962881041	4081	842629005864	32	1	VELUR W CRCH PANT 9/30 BLUE XL	BLUE	XLarge	12	1	C12610	0997	72

Number of Line Items 4
 Total Extended Line 4,262.40

Total Order Qt 444.0

P 00985



page break)

Received from: Mervyns
 Date and time: 8/8/2005 7:28:24 PM

Purchase Order

PO Control No 101244293
 PO Type Blanket Order
 PO Date 08/08/2005
 PO Number 0066423
 Promotion Code
 PO Contact
 PO Descr COMPTON CA
 Special Order Type
 PO Basis Date Type Delivery Date
 PO Disc Days Due
 Ship/Deliver Not After 08/25/2005
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 PO Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-9330812
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 08/30/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0911
 Ship to Code 0911
 Ship to Store City
 Ship to Store Zipcode
 Release No

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
2484	Each	14.5	Wholesale Price per Each	992881114	241	842629000173	40	1	LT WSH DENIM WRHNSTN 7/30	LIGHT DENIM		1	12	C12810	0911	2484

Number of Line Items 1
 Total Extended Line 36,018.00

Total Order Qt 2484.0

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P 00987

Received from: Mervyns
Date and time: 8/10/2005 10:08:43 AM

Purchase Order

Trans Control No 101245647
PO Type Delivery Order
PO Date 08/08/2005
Vendor No 0086423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not 08/25/2005
Before
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-9330812
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 08/30/2005

Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0986
Ship to Code 0986
Ship to Store City
Ship to Store Zipcode
Release No 0001

Line No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
564	Each	14.5	Wholesale Price per Each	862881114	241	842629000173	40	1	LT WSH DENIM W/RHNSTN 7/30	LIGHT DENIM		1	12	C12610	0986	564	

Number of Line Items 1
Total Extended Line 8,178.00
n

Total Order Qt 564.0

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P 00988

Back PRINT

Received from: Mervyns
Date and time: 8/10/2005 10:08:43 AM

Purchase Order

Trans Control No 101245547
PO Type Delivery Order
PO Date 08/08/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis DateType Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 08/25/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-9330812
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr .N30ROG+1%RTV+1%WH
Ship/Deliver Not After 08/30/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0993
Ship to Code 0993
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln to	Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	288	Each	14.5	Wholesale Price per Each	062881114	241	842628000173	40	1	LT WSH DENIM W/RHNSTN 7/30	LIGHT DENIM		1	12	C12810	0993	288

Number of Line Items 1
Total Extended Line 4,176.00
m

Total Order Qt 288.0

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P 00989

Date and time: 8/10/2005 10:08:43 AM

Purchase Order

Trans Control No 101245647
 PO Type Delivery Order
 PO Date 08/08/2005
 Vendor No 0088423
 Promotion Code
 Guest Contact
 FOB Deser COMPTON CA
 Special Order Type
 Terms Basis Date Type Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not Before 08/25/2005
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Nervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-8330812
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 08/30/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0996
 Ship to Code 0996
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	708	Each	14.5	Wholesale Price per Each	962881114	241	842629000173	40	1	LT WSH DENIM W/RHINSTN 7/30	LIGHT DENIM		1	12	C12610	0996	708

Number of Line Items 1
 Total Extended Line 10,266.00
 am

Total Order Qt 708.0

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P. 00990

Dicentral Corporation

For: Great White Bear LLC
 Received from: Mervyn's (Target)
 Date and time: 9/30/2005 9:08:15 PM

Page 1 of 2

Form 850 Purchase Order in HTML View

Trans Control No 101230885
 PO Type Blanket Order
 PO Date 09/30/2005
 Vendor No 0858423
 Promotion Code
 Guest Contact
 FOB Desor COMPTON CA
 Special Order Type
 Terms Basis Date Type Delivery Date
 Terms Disc Days Due
 Ship/Bill to Not
 Ship/Bill to Not
 Provision Start
 Restocking Code
 Instruction Type
 Buyer Name
 Ship To Name
 Ship To Address
 Ship To State
 Terms Net Days
 Mervyn PO Type

Trans Type Original
 PO Number 0952-8797450
 Repurchase No 862
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point
 Sale Rep Type
 Terms Type
 Terms Disc Percent
 Terms Descr N38ROG+1%RTVA+1%WH
 Ship/Deliver Not After 10/28/2005
 Routing Guide Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0911
 Ship to Code 0811
 Ship to City
 Ship to Zipcode
 Release No

USE READY TO SHIP WEB

POST-DISTRO

Ln No	Qty	Ship Unit Price	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Unit Price	Product Descr	Color Descr	Size	No of Pack Inner	No of Pack Outer	Store No	Store Qty
1	528	Each	10.8	Wholesale Price per Each	862880029	508	842629004708	36	1	PINK CROP JKT W RHINSTN S	PINK	Small	12	1	0811	528
2	1088	Each	10.8	Wholesale Price per Each	862880029	508	842629004713	36	1	PINK CROP JKT W RHINSTN M	PINK	Medium	12	1	0811	1088
3	1688	Each	10.8	Wholesale Price per Each	862880030	508	842629004720	36	1	PINK CROP JKT W RHINSTN L	PINK	Large	12	1	0811	1688

http://secure2.dicentral.com/view.asp?id=457673&tbl=in_3_2005&io=I&view=H&qwn_custid=1060

10/3/2005

1 4625 4 01 4

4	528	Each	10.8	Wholesale Price per Each	962880031	508	842629004737	36	1	PINK CROP JKT W RHINSTN XL	PINK	XLarge	12	1	C12610	0911	528
5	528	Each	9.6	Wholesale Price per Each	962880036	508-3	842629004782	32	1	PINK PANT W RHINSTN S	PINK	SMALL	12	1	C12610	0911	528
6	1068	Each	9.6	Wholesale Price per Each	962880037	508-3	842629004785	32	1	PINK PANT W RHINSTN M	PINK	Medium	12	1	C12610	0911	5068
7	1068	Each	9.6	Wholesale Price per Each	962880038	508-3	842629004805	32	1	PINK PANT W RHINSTN L	PINK	Large	12	1	C12610	0911	5068
8	528	Each	9.6	Wholesale Price per Each	962880039	508-3	842629004812	32	1	PINK PANT W RHINSTN XL	PINK	XLarge	12	1	C12610	0911	528

Number of Line Items 8

Total Extended Line 85,116.80

Am

Total Order Qt

6384.0

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10/3/2005

p 00721

LUCENT Corporation

For: Great White Bear LLC
 Received from: Mervyns (Target)
 Date and time: 10/1/2005 3:28:11 AM

Page 1 of 2

Form 850 Purchase Order in HTML View

Trans Control No	101298215	Trans Type	Original
PO Type	Delivery Order	PO Number	9862-8797450
PO Date	09/28/2005	Department No	962
Vendor No	0096423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact	COMPTON CA	FOB Point	Origin
FOB Descr		Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	10/25/2005	Ship/Deliver Not After	10/28/2005
Mark/Label Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0988
Ship To Name		Ship To Code	0988
Ship To Address		Ship To City	
Ship To State		Ship To Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln	Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Alt Price	Product Descr	Color Descr	Size	No of Pack	No of Pack Inner	Ticket/Hanger Code	Store No	Store City
1	60	Each	10.8	Wholesale Price per Each	982880028	508	842828004708	36	1	PINK CROP JKT W RHINSTN S	PINK	SMALL	12	1	C12810	0988	60
2	120	Each	10.8	Wholesale Price per Each	982880029	508	842828004713	36	1	PINK CROP JKT W RHINSTN M	PINK	Medium	12	1	C12810	0988	120
3	120	Each	10.8	Wholesale Price per Each	982880030	508	842828004720	36	1	PINK CROP JKT W RHINSTN L	PINK	Large	12	1	C12810	0988	120

http://secure3.dicentral.com/view.asp?id=45674&tbl=in_4_2005&io=1&view=H&own_custid=1060

10/10/2005



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Received from: Mervyns
Date and time: 7/6/2005 8:08:06 PM

Purchase Order

Trans Control No 101216439
PO Type Blanket Order
PO Date 07/06/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr MIAMI FL
Special Order Type
Terms Basic Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 07/25/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-0087398
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 07/29/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0911
Ship to Code 0911
Ship to Store City
Ship to Store Zipcode
Release No

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	3000	Each	10.75	Wholesale Price per Each	962881117	182	842629000111	34	1	BLK BNGALINE PANT 7/30 3-13	BLACK		1	12	C12610	0911	3000

Number of Line Items 1
Total Extended Line 32,250.00
Am

Total Order Qt 3000.0

This data set was generated by Ditrans(TM) of Dicentral Corporation

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Received from: Mervyns
Date and time: 7/12/2005 3:28:04 AM

Purchase Order

Trans Control No 101220422
PO Type Delivery Order
PO Date 07/06/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr MIAMI PL
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 07/25/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-0087398
Department No 982
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 07/29/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0986
Ship to Code 0986
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	840	Each	10.75	Wholesale Price per Each	962881117	182	842629000111	34	1	BLK BNGALINE PANT 7/30 3-13	BLACK		1	12	C12810	0986	840

Number of Line Items 1
Total Extended Line Am 9,030.00

Total Order Qt 840.0

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Received from: Mervyns
Date and time: 7/12/2005 3:28:04 AM

Purchase Order

Trans Control No	101220422	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-0087396
PO Date	07/06/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	MIAMI FL	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date/Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	07/25/2005	Ship/Deliver Not After	07/29/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0993
Ship to Store Name		Ship to Code	0993
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	408	Each	10.75	Wholesale Price per Each	962881117	182	842629000111	34	1	BLK BNGALINE PANT 7/30 3-13	BLACK		1	12	C12610	0993	408

Number of Line Items 1
Total Extended Line 4,386.00
Am

Total Order Qt 408.0

This data set was generated by Ditrans(TM) of Dicentral Corporation

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Received from: Mervyns
Date and time: 7/12/2005 3:28:04 AM

Purchase Order

Trans Control No 101220422
PO Type Delivery Order
PO Date 07/06/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr MIAMI FL
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 07/25/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-0087398
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 07/29/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0996
Ship to Code 0996
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Unit Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	1080	Each	10.75	Wholesale Price per Each	962881117	182	842629000111	34	1	BLK BNGALINE PANT 7/30 3-13	BLACK		1	12	C12610	0996	1080

Number of Line Items 1
Total Extended Line Am 11,610.00

Total Order Qt 1080.0

This data set was generated by Ditrans(TM) of Dlcentral Corporation

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Received from: Mervyns
 Date and time: 7/12/2005 3:28:04 AM

Purchase Order

Trans Control No	101220422	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-0087398
PO Date	07/06/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	MIAMI FL	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	07/25/2005	Ship/Deliver Not After	07/29/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0997
Ship to Store Name		Ship to Code	0997
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	672	Each	10.75	Wholesale Price per Each	962881117	182	842629000111	34	1	BLK BNGALINE PANT 7/30 3-13	BLACK		1	12	C12610	0997	672

Number of Line Items 1
 Total Extended Line 7,224.00
 Am

Total Order Qt 672.0

This data set was generated by Ditrans(TM) of Dicentral Corporation

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P 00802

Received from: Mervyns
Date and time: 7/6/2005 8:08:03 PM

Purchase Order

Trans Control No 101216441
PO Type Blanket Order
PO Date 07/06/2005
Vendor No 0086423

Promotion Code
Guest Contact
FOB Descr AZUSA CA

Special Order Type
Terms Basis DateType Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 07/25/2005

Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type

Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-0447642
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 07/29/2005

Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0911
Ship to Code 0911
Ship to Store City
Ship to Store Zipcode
Release No

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Unit Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	2400	Each	9	Wholesale Price per Each	982881095	115	872182008651	28	1	PUCKER LACE TOP 6/15 WHITE XS-L	WHITE		1	12	C12810	0911	2400

Number of Line Items 1
Total Extended Line 21,600.00
Un

Total Order Qt 2400.0

This data set was generated by Ditrans(TM) of Dlcentral Corporation

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Received from: Mervyns
Date and time: 7/12/2005 3:28:12 AM

Purchase Order

Trans Control No	101220432	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-0447642
PO Date	07/08/2005	Department No	962
Vendor No	0068423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	AZUSA CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date/Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%VH
Ship/Deliver Not Before	07/26/2005	Ship/Deliver Not After	07/28/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0986
Ship to Store Name		Ship to Code	0986
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	480	Each	9	Wholesale Price per Each	962881095	115	872182008651	28	1	PUCKER LACE TOP 8/15 WHITE XS-L	WHITE		1	12	C12610	0986	480

Number of Line Items 1
Total Extended Line 4,320.00
Am

Total Order Qt 480.0

This data set was generated by DItrans(TM) of DIcentral Corporation

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Received from: Mervyns
Date and time: 7/12/2005 3:28:12 AM

Purchase Order

Trans Control No 101220432
PO Type Delivery Order
PO Date 07/08/2005
Vendor No 0086423
Promotion Code
Guest Contact
FOB Descr AZUSA CA
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 07/26/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0062-0447642
Department No 982
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 07/29/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0893
Ship to Code 0893
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	312	Each	9	Wholesale Price per Each	862881095	115	872182008661	28	1	PUCKER LACE TOP 8/15 WHITE XS-L	WHITE		1	12	C12610	0893	312

Number of Line Items 1
Total Extended Line Am 2,808.00

Total Order Qt 312.0

This data set was generated by Ditrans(TM) of Dicentral Corporation

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Received from: Mervyns
Date and time: 7/12/2005 3:28:12 AM

Purchase Order

Trans Control No 101220432
PO Type Delivery Order
PO Date 07/06/2005
Vendor No 0066423

Promotion Code
Guest Contact
FOB Descr AZUSA CA

Special Order Type
Terms Basic Date Type Delivery Date

Terms Disc Days Due

Ship/Deliver Not Before 07/25/2005

Promotion Start

Routing Code USE READY TO SHIP WEB

Instruction Type

Buyer Name

Ship to Store Name

Ship to Store Address

Ship to Store State

Terms Net Days

Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-0447642
Department No 962
Vendor Name GREAT WHITE BEAR LLC

Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic

Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 07/29/2005

Routing Code Type Assign by Buyer

Transport Type

Instruction

Buyer Store No 0996

Ship to Code 0996

Ship to Store City

Ship to Store Zipcode

Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Unit Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	864	Each	9	Wholesale Price per Each	962881095	115	872182008651	28	1	PUCKER LACE TOP 8/15 WHITE XS-L	WHITE		1	12	C12610	0996	864

Number of Line Items 1
Total Extended Line Am 7,776.00

Total Order Qt 864.0

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P 00806

Received from: Mervyns
 Date and time: 7/12/2005 3:28:12 AM

Purchase Order

Trans Control No	101220432	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-0447642
PO Date	07/06/2005	Department No	962
Vendor No	0068423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	AZUSA CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	07/25/2005	Ship/Deliver Not After	07/29/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0997
Ship to Store Name		Ship to Code	0997
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	744	Each	9	Wholesale Price per Each	982881095	115	872182008851	28	1	PUCKER LACE TOP 8/15 WHITE XS-L	WHITE		1	12	C12610	0997	744

Number of Line Items 1
 Total Extended Line 6,896.00
 Am

Total Order Qt 744.0

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D 00807

Received from: Mervyns
 Date and time: 8/1/2005 7:27:30 PM

Purchase Order

Trans Control No	101239012	Trans Type	Original
PO Type	Blanket Order	PO Number	0952-0452144
PO Date	08/01/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	AZUSA CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date/Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	08/08/2005	Ship/Deliver Not After	08/12/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0911
Ship to Store Name		Ship to Code	0911
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	4200	Each	14.5	Wholesale Price per Each	962881154	122	872182008996	40	1	RHNSTN DENIM 7/30 JEAN	DENIM		1	12	C12610	0911	4200

Number of Line Items 1
 Total Extended Line 60,900.00
 Am

Total Order Qt 4200.0

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Received from: Mervyns
Date and time: 8/4/2005 3:27:46 AM

Purchase Order

Trans Control No	101241300	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-0452144
PO Date	08/01/2005	Department No	962
Vendor No	0068423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	AZUSA CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	08/08/2005	Ship/Deliver Not After	08/12/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0986
Ship to Store Name		Ship to Code	0986
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	960	Each	14.5	Wholesale Price per Each	962881154	122	872182008996	40	1	RHNSTN DENM 7/30 JEAN	DENIM		1	12	C12610	0986	960

Number of Line Items 1
Total Extended Line 13,920.00
Un

Total Order Qty 960.0

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Received from: Mervyns
Date and time: 8/4/2005 3:27:46 AM

Purchase Order

Trans Control No	101241300	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-0452144
PO Date	08/01/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	AZUSA CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basic Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	08/08/2005	Ship/Deliver Not After	08/12/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0993
Ship to Store Name		Ship to Code	0993
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Unit Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	492	Each	14.5	Wholesale Price per Each	962861154	122	872182008998	40	1	RHINSTN DENM 7/30 JEAN	DENIM		1	12	C12610	0993	492

Number of Line Items 1
Total Extended Line 7,134.00
Am

Total Order Qt 492.0

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received from: Mervyns
 Date and time: 8/4/2005 3:27:48 AM

Purchase Order

Trans Control No	101241300	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-0452144
PO Date	08/01/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	AZUSA CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	08/08/2005	Ship/Deliver Not After	08/12/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0996
Ship to Store Name		Ship to Code	0996
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Unit Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	1284	Each	14.5	Wholesale Price per Each	962881154	122	872182008996	40	1	RHNSTN DENIM 7/30 JEAN	DENIM		1	12	C12610	0996	1284

Number of Line Items 1
 Total Extended Line 18,618.00
 Am

Total Order Qt 1284.0

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Received from: Mervyns
 Date and time: 8/4/2005 3:27:46 AM

Purchase Order

Trans Control No	101241300	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-0452144
PO Date	08/01/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	AZUSA CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%VWH
Ship/Deliver Not Before	08/08/2005	Ship/Deliver Not After	08/12/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0997
Ship to Store Name		Ship to Code	0997
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	1464	Each	14.5	Wholesale Price per Each	962881154	122	872182008998	40	1	RHNSTN DENIM 7/30 JEAN	DENIM		1	12	C12610	0997	1484

Number of Line Items 1
 Total Extended Line 21,228.00
 Am

Total Order Qt 1464.0

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Received from: Mervyns
Date and time: 8/30/2005 7:28:18 PM

Purchase Order

P00813

Trans Control No 101262165
PO Type Blanket Order
PO Date 08/30/2005
Vendor No 0066423

Promotion Code
Guest Contact
FOB Descr COMPTON CA

Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 08/26/2005

Promotion Start
Routing Code USE READY TO SHIP WEB

Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-0914909
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 09/30/2005

Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0911
Ship to Code 0911
Ship to Store City
Ship to Store Zipcode
Release No

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	600	Each	10.8	Wholesale Price per Each	962881018	4082	842629005871	36	1	VLOUR W CRCH JKT 9/30 BLACK S	BLACK	SMALL	12	1	C12610	0911	600
2	1200	Each	10.8	Wholesale Price per Each	962881019	4082	842629005888	36	1	VLOUR W CRCH JKT 9/30 BLACK M	BLACK	Medium	12	1	C12610	0911	1200
3	1200	Each	10.8	Wholesale Price per Each	962881020	4082	842629005895	36	1	VLOUR W CRCH JKT 9/30 BLACK L	BLACK	Large	12	1	C12610	0911	1200
4	600	Each	10.8	Wholesale Price per Each	962881021	4082	842629005901	36	1	VLOUR W CRCH JKT 9/30 BLACK XL	BLACK	XLarge	12	1	C12610	0911	600
5	600	Each	10.8	Wholesale Price per Each	962881026	4082	842629005918	36	1	VLOUR W CRCH JKT 9/30 PINK S	PINK	SMALL	12	1	C12610	0911	600
6	1200	Each	10.8	Wholesale Price per Each	962881027	4082	842629005925	36	1	VLOUR W CRCH JKT 9/30 PINK M	PINK	Medium	12	1	C12610	0911	1200

									9/30 PINK M								
7	1200	Each	10.8	Wholesale Price per Each	962881028	4082	842629005932	36	1	VLOUR W CRCH JKT 9/30 PINK L	PINK	Large	12	1	C12610	0911	1200
8	600	Each	10.8	Wholesale Price per Each	962881029	4082	842629005949	36	1	VLOUR W CRCH JKT 9/30 PINK XL	PINK	XLarge	12	1	C12610	0911	600

Number of Line Items 8

Total Order Qt

7200.0

Total Extended Line 77,760.00

Am

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Received from: Mervyns
Date and time: 9/15/2005 3:28:17 AM

Purchase Order

8 00815

Trans Control No 101274130
PO Type Delivery Order
PO Date 08/30/2005
Vendor No 0066423

Promotion Code
Guest Contact
FOB Descr COMPTON CA

Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due

Ship/Deliver Not Before 09/26/2005

Promotion Start

Routing Code USE READY TO SHIP WEB

Instruction Type

Buyer Name

Ship to Store Name

Ship to Store Address

Ship to Store State

Terms Net Days

Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-0914909
Department No 962
Vendor Name GREAT WHITE BEAR LLC

Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic

Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 09/30/2005

Routing Code Type Assign by Buyer

Transport Type

Instruction

Buyer Store No 0986

Ship to Code 0986

Ship to Store City

Ship to Store Zipcode

Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	108	Each	10.8	Wholesale Price per Each	962881018	4082	842629005871	36	1	VLOUR W CRCH JKT 9/30 BLACK S	BLACK	SMALL	12	1	C12610	0986	108
2	216	Each	10.8	Wholesale Price per Each	962881019	4082	842629005888	36	1	VLOUR W CRCH JKT 9/30 BLACK M	BLACK	Medium	12	1	C12610	0986	216
3	216	Each	10.8	Wholesale Price per Each	962881020	4082	842629005895	36	1	VLOUR W CRCH JKT 9/30 BLACK L	BLACK	Large	12	1	C12610	0986	216
4	84	Each	10.8	Wholesale Price per Each	962881021	4082	842629005901	36	1	VLOUR W CRCH JKT 9/30 BLACK XL	BLACK	XLarge	12	1	C12610	0986	84
5	108	Each	10.8	Wholesale Price per Each	962881026	4082	842629005918	36	1	VLOUR W CRCH JKT 9/30 PINK S	PINK	SMALL	12	1	C12610	0986	108
6	216	Each	10.8	Wholesale Price per Each	962881027	4082	842629005925	36	1	VLOUR W CRCH JKT 9/30 PINK M	PINK	Medium	12	1	C12610	0986	216

7	216	Each	10.8	Wholesale Price per Each	962881028	4082	842629005932	36	1	9/30 PINK M VLOUR W CRCH JKT 9/30 PINK L	PINK	Large	12	1	C12610	0986	216
8	84	Each	10.8	Wholesale Price per Each	962881029	4082	842629005949	36	1	VLOUR W CRCH JKT 9/30 PINK XL	PINK	XLarge	12	1	C12610	0986	84

Number of Line Items 8

Total Order Qt

1248.0

Total Extended Line 13,478.40

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Received from: Mervyns
Date and time: 9/15/2005 3:28:17 AM

Purchase Order

P 00817

Trans Control No 101274130
PO Type Delivery Order
PO Date 08/30/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 09/26/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-0914909
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 09/30/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0993
Ship to Code 0993
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	108	Each	10.8	Wholesale Price per Each	962881018	4082	842629005871	36	1	VLOUR W CRCH JKT 9/30 BLACK S	BLACK	SMALL	12	1	C12610	0993	108
2	228	Each	10.8	Wholesale Price per Each	962881019	4082	842629005888	36	1	VLOUR W CRCH JKT 9/30 BLACK M	BLACK	Medium	12	1	C12610	0993	228
3	228	Each	10.8	Wholesale Price per Each	962881020	4082	842629005895	36	1	VLOUR W CRCH JKT 9/30 BLACK L	BLACK	Large	12	1	C12610	0993	228
4	108	Each	10.8	Wholesale Price per Each	962881021	4082	842629005901	36	1	VLOUR W CRCH JKT 9/30 BLACK XL	BLACK	XLarge	12	1	C12610	0993	108
5	108	Each	10.8	Wholesale Price per Each	962881026	4082	842629005918	36	1	VLOUR W CRCH JKT 9/30 PINK S	PINK	SMALL	12	1	C12610	0993	108
6	228	Each	10.8	Wholesale Price per Each	962881027	4082	842629005925	36	1	VLOUR W CRCH JKT 9/30 PINK M	PINK	Medium	12	1	C12610	0993	228

										9/30 PINK M							
7	216	Each	10.8	Wholesale Price per Each	962881028	4082	842629005932	36	1	VLOUR W CRCH JKT 9/30 PINK L	PINK	Large	12	1	C12610	0993	216
8	96	Each	10.8	Wholesale Price per Each	962881029	4082	842629005949	36	1	VLOUR W CRCH JKT 9/30 PINK XL	PINK	XLarge	12	1	C12610	0993	96

Number of Line Items 8
Total Extended Line 14,258.00
Am

Total Order Qt 1320.0

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Received from: Mervyns
Date and time: 9/15/2006 3:28:17 AM

Purchase Order

P 00819

Trans Control No	101274130	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-0914909
PO Date	08/30/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	09/26/2005	Ship/Deliver Not After	09/30/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0996
Ship to Store Name		Ship to Code	0996
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	204	Each	10.8	Wholesale Price per Each	962881018	4082	842629005871	36	1	VLOUR W CRCH JKT 9/30 BLACK S	BLACK	SMALL	12	1	C12610	0996	204
2	408	Each	10.8	Wholesale Price per Each	962881019	4082	842629005888	36	1	VLOUR W CRCH JKT 9/30 BLACK M	BLACK	Medium	12	1	C12610	0996	408
3	408	Each	10.8	Wholesale Price per Each	962881020	4082	842629005895	36	1	VLOUR W CRCH JKT 9/30 BLACK L	BLACK	Large	12	1	C12610	0996	408
4	228	Each	10.8	Wholesale Price per Each	962881021	4082	842629005901	36	1	VLOUR W CRCH JKT 9/30 BLACK XL	BLACK	XLarge	12	1	C12610	0996	228
5	204	Each	10.8	Wholesale Price per Each	962881026	4082	842629005918	36	1	VLOUR W CRCH JKT 9/30 PINK S	PINK	SMALL	12	1	C12610	0996	204
6	408	Each	10.8	Wholesale Price per Each	962881027	4082	842629005925	36	1	VLOUR W	PINK	Medium	12	1	C12610	0996	408

7	408	Each	10.8	Wholesale Price per Each	962881028	4082	842629005932	36	1	9/30 PINK M VLOUR W CRCH JKT 9/30 PINK L	PINK	Large	12	1	C12610	0996	408
8	228	Each	10.8	Wholesale Price per Each	962881029	4082	842629005949	36	1	VLOUR W CRCH JKT 9/30 PINK XL	PINK	XLarge	12	1	C12610	0996	228

Number of Line Items 8

Total Order Qt 2496.0

Total Extended Line 26,956.80
Am

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Received from: Mervyns
 Date and time: 6/15/2005 3:28:17 AM

Purchase Order

P.00821

Trans Control No 101274130
 PO Type Delivery Order
 PO Date 08/30/2005
 Vendor No 0066423

Promotion Code
 Guest Contact
 FOB Descr COMPTON CA

Special Order Type
 Terms Basis Date Type Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not Before 09/26/2005

Promotion Start
 Routing Code USE READY TO SHIP WEB

Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-0914909
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 09/30/2005

Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0997
 Ship to Code 0997
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	180	Each	10.8	Wholesale Price per Each	962881018	4082	842629005871	36	1	VLOUR W CRCH JKT 9/30 BLACK S	BLACK	SMALL	12	1	C12610	0997	180
2	348	Each	10.8	Wholesale Price per Each	962881019	4082	842629005888	36	1	VLOUR W CRCH JKT 9/30 BLACK M	BLACK	Medium	12	1	C12610	0997	348
3	348	Each	10.8	Wholesale Price per Each	962881020	4082	842629005895	36	1	VLOUR W CRCH JKT 9/30 BLACK L	BLACK	Large	12	1	C12610	0997	348
4	180	Each	10.8	Wholesale Price per Each	962881021	4082	842629005901	36	1	VLOUR W CRCH JKT 9/30 BLACK XL	BLACK	XLarge	12	1	C12610	0997	180
5	180	Each	10.8	Wholesale Price per Each	962881026	4082	842629005918	36	1	VLOUR W CRCH JKT 9/30 PINK S	PINK	SMALL	12	1	C12610	0997	180
6	348	Each	10.8	Wholesale Price per Each	962881027	4082	842629005925	36	1	VLOUR W CRCH JKT 9/30 PINK M	PINK	Medium	12	1	C12610	0997	348

7	360	Each	10.8	Wholesale Price per Each	962881028	4082	842629005932	36	1	9/30 PINK M VLOUR W CRCH JKT 9/30 PINK L	PINK	Large	12	1	C12610	0997	360
8	192	Each	10.8	Wholesale Price per Each	962881029	4082	842629005949	36	1	9/30 PINK XL VLOUR W CRCH JKT 9/30 PINK XL	PINK	XLarge	12	1	C12610	0997	192

Number of Line Items 8

Total Order Qt 2136.0

Total Extended Line 23,068.80

Am

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Received from: Mervyns
Date and time: 7/1/2005 3:28:05 AM

Purchase Order

P 00823

Trans Control No 101213071
PO Type Delivery Order
PO Date 06/28/2005
Vendor No 0066423

Promotion Code
Guest Contact
FOB Descr AZUSA CA
Special Order Type
Terms Basis DateType Delivery Data
Terms Disc Days Due
Ship/Deliver Not Before 07/11/2005

Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-1272851
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 07/15/2005

Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0986
Ship to Code 0986
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Unit Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	768	Each	12.5	Wholesale Price per Each	962881107	108	872182008491	36	1	LS CRTA EMB TOP 7/15 WHITE SLD	WHITE		1	12	C12610	0986	768

Number of Line Items 1
Total Extended Line 9,600.00
Am

Total Order Qt 768.0

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Received from: Mervyns
Date and time: 7/1/2005 3:28:05 AM

Purchase Order

Trans Control No	101213071	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-1272851
PO Date	06/28/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	AZUSA CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date/Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	07/11/2005	Ship/Deliver Not After	07/15/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0993
Ship to Store Name		Ship to Code	0993
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Unit Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	432	Each	12.5	Wholesale Price per Each	962881107	108	872182008491	36	1	LS CRTA EMB TOP 7/15 WHITE SLD	WHITE		1	12	C12610	0993	432

Number of Line Items 1
Total Extended Line 5,400.00
Am

Total Order Qt 432.0

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P 00824

Received from: Mervyns
Date and time: 7/1/2005 3:28:05 AM

Purchase Order

Trans Control No -101213071
PO Type Delivery Order
PO Date 06/28/2005
Vendor No 0066423

Promotion Code

Guest Contact

FOB Descr AZUSA CA

Special Order Type

Terms Basis Date Type Delivery Date

Terms Disc Days Due

Ship/Deliver Not Before 07/11/2005

Promotion Start

Routing Code USE READY TO SHIP WEB

Instruction Type

Buyer Name

Ship to Store Name

Ship to Store Address

Ship to Store State

Terms Net Days

Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-1272851
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 07/15/2005

Routing Code Type Assign by Buyer

Transport Type

Instruction

Buyer Store No 0996

Ship to Code 0996

Ship to Store City

Ship to Store Zipcode

Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	1020	Each	12.5	Wholesale Price per Each	962881107	108	872182008491	36	1	LS CRTA EMB TOP 7/15 WHITE SLD	WHITE		1	12	C12810	0996	1020

Number of Line Items 1
Total Extended Line 12,750.00
Am

Total Order Qt 1020.0

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P 00825

Received from: Mervyns
Date and time: 7/1/2005 3:28:05 AM

Purchase Order

Trans Control No 101213071
PO Type Delivery Order
PO Date 06/28/2005
Vendor No 0068423

Promotion Code

Guest Contact

FOB Descr AZUSA CA

Special Order Type

Terms Basis Date Type Delivery Date

Terms Disc Days Due

Ship/Deliver Not Before 07/11/2005

Promotion Start

Routing Code USE READY TO SHIP WEB

Instruction Type

Buyer Name

Ship to Store Name

Ship to Store Address

Ship to Store State

Terms Net Days

Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-1272851
Department No 982
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 07/15/2005

Routing Code Type Assign by Buyer

Transport Type

Instruction

Buyer Store No 0997

Ship to Code 0997

Ship to Store City

Ship to Store Zipcode

Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	876	Each	12.5	Wholesale Price per Each	962881107	108	872182006491	36	1	LS CRTA EMB TOP 7/16 WHITE SLD	WHITE		1	12	C12610	0997	876

Number of Line Items 1

Total Extended Line 10,950.00

M

Total Order Qt 876.0

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Received from: Mervyns
Date and time: 7/8/2005 8:08:06 PM

Purchase Order

Trans Control No	101216444	Trans Type	Original
PO Type	Blanket Order	PO Number	0962-1332701
PO Date	07/06/2005	Department No	982
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	AZUSA CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	08/01/2005	Ship/Deliver Not After	08/05/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0911
Ship to Store Name		Ship to Code	0911
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	St N C
1	1200	Each	12.5	Wholesale Price per Each	962881106	108	872182008453	36	1	LS CRTA EMB TOP 7/15 TURQ SLD	TURQUOISE		1	12	C12610	0911	12

Number of Line Items 1
Total Extended Line Am 15,000.00

Total Order Qt 1200.0

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P 00827

Received from: Mervyns
 Date and time: 7/16/2005 4:08:02 AM

Purchase Order

Trans Control No 101225275
 PO Type Delivery Order
 PO Date 07/06/2005
 Vendor No 0066423

Promotion Code
 Guest Contact
 FOB Descr AZUSA CA

Special Order Type
 Terms Basis Date Type Delivery Date

Terms Disc Days Due
 Ship/Deliver Not 08/01/2005
 Before

Promotion Start
 Routing Code USE READY TO SHIP WEB

Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-1332701
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC

Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 08/05/2005

Routing Code Type Assign by Buyer

Transport Type
 Instruction
 Buyer Store No 0986
 Ship to Code 0986
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Unit Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No Qt
1	192	Each	12.5	Wholesale Price per Each	962681108	108	872182008453	36	1	LS CRTA EMB TOP 7/15 TURQ SLD	TURQUOISE		1	12	C12610	0986	192

Number of Line Items 1
 Total Extended Line 2,400.00
 um

Total Order Qt 192.0

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P 00828

Received from: Mervyns
Date and time: 7/16/2005 4:08:02 AM

Purchase Order

Trans Control No	101225275	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-1332701
PO Date	07/06/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	AZUSA CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	08/01/2005	Ship/Deliver Not After	08/05/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0993
Ship to Store Name		Ship to Code	0993
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Sto No Qt
1	168	Each	12.5	Wholesale Price per Each	962881106	108	872182008463	36	1	LS CRTA EMB TOP 7/15 TURQ SLD	TURQUOISE		1	12	C12610	0993	168

Number of Line Items 1
Total Extended Line 2,100.00
Am

Total Order Qt 168.0

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P 00829

Received from: Mervyns
Date and time: 7/16/2005 4:08:02 AM

Purchase Order

Trans Control No	101225275	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-1332701
PO Date	07/06/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	AZUSA CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	08/01/2005	Ship/Deliver Not After	08/05/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0996
Ship to Store Name		Ship to Code	0996
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No Qt
1	348	Each	12.5	Wholesale Price per Each	962881106	108	872182008453	36	1	LS CRTA EMB TOP 7/15 TURQ SLD	TURQUOISE		1	12	C12610	0996	348

Number of Line Items 1
Total Extended Line 4,350.00
Am

Total Order Qt 348.0

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Received from: Mervyns
Date and time: 7/16/2005 4:08:02 AM

Purchase Order

Trans Control No	101225275	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-1332701
PO Date	07/06/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	AZUSA CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	08/01/2005	Ship/Deliver Not After	08/05/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0997
Ship to Store Name		Ship to Code	0997
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 2
1	492	Each	12.5	Wholesale Price per Each	962881108	108	872182008453	36	1	LS CRTA EMB TOP 7715 TURQ SLD	TURQUOISE		1	12	C12810	0997	492

Number of Line Items 1
Total Extended Line 6,150.00
um

Total Order Qt 492.0

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P 00831

Received from: Mervyns
 Date and time: 7/12/2005 6:30:25 PM

Purchase Order

Trans Control No 101203591
 PO Type Stand Alone
 PO Date 06/20/2005
 Vendor No 0066423
 Promotion Code
 Guest Contact
 FOB Descr AZUSA.CA
 Special Order Type
 Terms Basis Date Type Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not Before 06/20/2005
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-1715247
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 06/23/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0986
 Ship to Code 0986
 Ship to Store City
 Ship to Store Zipcode
 Release No

Line No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No Qty
	1140	Each	10.75	Wholesale Price per Each	962881100	118	872182009276	34	1	BLK BANGALNE PANT 6/15 3-13	BLACK		12	1	C12610	0986	1140

Number of Line Items 1
 Total Extended Line 12,255.00
 n

Total Order Qty 1140.0

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Received from: Mervyns
Date and time: 7/12/2005 6:30:25 PM

Purchase Order

Trans Control No	101203591	Trans Type	Original
PO Type	Stand Alone	PO Number	0952-1715247
PO Date	06/20/2005	Department No	962
Vendor No	0068423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	AZUSA CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis DateType	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	06/20/2005	Ship/Deliver Not After	06/23/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0986
Ship to Store Name		Ship to Code	0986
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
3	744	Each	12	Wholesale Price per Each	962881103	119	872182009153	36	1	BRN CUFF PNT 6/15 3-13	BROWN		12	1	C12610	0986	744

Number of Line Items 1
Total Extended Line 8,928.00
Am

Total Order Qt 744.0

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Received from: Mervyns
Date and time: 7/12/2005 6:24:32 PM

Purchase Order

Trans Control No	101203591	Trans Type	Original
PO Type	Stand Alone	PO Number	0962-1715247
PO Date	06/20/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	AZUSA CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date/Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	06/20/2005	Ship/Deliver Not After	06/23/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0993
Ship to Store Name		Ship to Code	0993
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	624	Each	10.75	Wholesale Price per Each	962881100	118	872182009276	34	1	BLK BANGALNE PANT 6/15 3-13	BLACK		12	1	C12610	0993	624

Number of Line Items 1
Total Extended Line Am 6,708.00

Total Order Qt 624.0

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P 00834

Received from: Mervyns
 Date and time: 7/12/2005 6:24:32 PM

Purchase Order

Trans Control No	101203691	Trans Type	Original
O Type	Stand Alone	PO Number	0962-1715247
O Date	06/20/2005	Department No	962
Order No	0068423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
DB Descr	AZUSA CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	06/20/2005	Ship/Deliver Not After	06/23/2005
Promotion Start		Routing Code Type	Assign by Buyer
Outgoing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0993
Ship to Store Name		Ship to Code	0993
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	
Mervyn PO Type	POST-DISTRO		

Ln	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
360	Each	12		Wholesale Price per Each	962881103	119	872182009153	36	1	BRN CUFF PNT 8/15 3-13	BROWN		12	1	C12610	0993	360

Number of Line Items 1
 Total Extended Line 4,320.00
 m

Total Order Qt 360.0

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P 00835

Received from: Mervyns
 Date and time: 7/12/2005 6:35:09 PM

Purchase Order

Trans Control No	101203591	Trans Type	Original
PO Type	Stand Alone	PO Number	0962-1715247
PO Date	06/20/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	AZUSA CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	06/20/2005	Ship/Deliver Not After	06/23/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0996
Ship to Store Name		Ship to Code	0996
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	
Mervyn PO Type	POST-DISTRO		

Line to	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No Qty
	1332	Each	10.75	Wholesale Price per Each	962881100	118	872182009276	34	1	BLK BANGALNE PANT 6/15 3-13	BLACK		12	1	C12610	0996	1332

Number of Line Items 1
 Total Extended Line 14,319.00
 Total Order Qt 1332.0

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P 00836

Received from: Mervyns
 Date and time: 7/12/2005 6:35:09 PM

Purchase Order

PO Control No 101203591
 PO Type Stand Alone
 PO Date 06/20/2005
 PO Number 0096423
 PO Extension Code
 PO Contact
 PO Descr AZUSA CA
 PO Special Order Type
 PO Basis Date Type Delivery Date
 PO Disc Days Due
 PO Ship/Deliver Not 06/20/2005
 PO Before
 PO Extension Start
 PO Routing Code USE READY TO SHIP WEB
 PO Instruction Type
 PO Buyer Name
 PO Ship to Store Name
 PO Ship to Store Address
 PO Ship to Store State
 PO Terms Net Days
 PO Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-1715247
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 06/23/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0996
 Ship to Code 0996
 Ship to Store City
 Ship to Store Zipcode
 Release No

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
744	Each	12	Wholesale Price per Each	962881103	119	872182009153	36	1	BRN CUFF PNT 6/15 3-13	BROWN		12	1	C12610	0996	744

Number of Line Items 1

Total Order Qty 744.0

Total Extended Line
 n 8,928.00

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P 00837

Received from: Mervyns
 Date and time: 7/12/2005 6:33:29 PM

Purchase Order

Trans Control No 101203591
 Trans Type Stand Alone
 Trans Date 06/20/2005
 Trans Vendor No 0066423

Trans Promotion Code
 Trans Test Contact
 Trans JB Descr AZUSA CA

Trans Special Order Type
 Trans Basis Date Type Delivery Date

Trans Trans Disc Days Due
 Ship/Deliver Not After 06/20/2005

Trans Promotion Start
 Trans Routing Code USE READY TO SHIP WEB

Trans Instruction Type
 Trans Buyer Name

Trans Ship to Store Name
 Trans Ship to Store Address

Trans Ship to Store State
 Trans Trans Net Days

Trans Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-1715247
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC

Guest Name
 FOB Point Origin

Sale Req Type No Back Order
 Terms Type Basic

Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH

Ship/Deliver Not After 06/23/2005

Routing Code Type Assign by Buyer

Transport Type

Instruction

Buyer Store No 0997

Ship to Code 0997

Ship to Store City

Ship to Store Zipcode

Release No

Line	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No Qty
1104	Each	10.75	Wholesale Price per Each	962881100	118	872182009278	34	1	BLK BANGALNE PANT 6/15 3-13	BLACK		12	1		C12610	0997	1104

Number of Line Items 1
 Total Extended Line 11,868.00

Total Order Qty 1104.0

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P 00838

ived from: Mervyns
and time: 7/12/2005 6:33:29 PM

Purchase Order

rs Control No	101203591	Trans Type	Original
Type	Stand Alone	PO Number	0962-1715247
Date	06/20/2005	Department No	962
Order No	0066423	Vendor Name	GREAT WHITE BEAR LLC
motion Code		Guest Name	
et Contact		FOB Point	Origin
3 Descr	AZUSA CA	Sale Req Type	No Back Order
cial Order Type		Terms Type	Basic
ms Basis DateType	Delivery Date	Terms Disc Percent	
ms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
p/Deliver Not	06/20/2005	Ship/Deliver Not After	06/23/2005
ore			
motion Start		Routing Code Type	Assign by Buyer
iting Code	USE READY TO SHIP WEB	Transport Type	
truction Type		Instruction	
rer Name		Buyer Store No	0997
p to Store Name		Ship to Code	0997
p to Store Address		Ship to Store City	
p to Store State		Ship to Store Zipcode	
ms Net Days		Release No	
rvyn PO Type	POST-DISTRO		

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
648	Each	12	Wholesale Price per Each	962881103	119	872182009153	36	1	BRN CUFF PNT 6/15 3-13	BROWN		12	1	C12610	0997	648

mber of Line Items 1

Total Order Qt 648.0

tal Extended Line 7,776.00

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P 00839

Received from: Mervyns
 Date and time: 9/30/2005 9:08:08 PM

Purchase Order

P.00840

Order Control No 101280843
 Order Type Blanket Order
 Order Date 09/30/2005
 Order No 0086423
 Promotion Code
 Order Contact
 Order Descr COMPTON CA
 Order Type
 Order Basis Date Type Delivery Date
 Order Disc Days Due
 Ship/Deliver Not 10/25/2005
 Order Start
 Order Code USE READY TO SHIP WEB
 Order Type
 Order Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Order Net Days
 Order PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-2158236
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 10/28/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0911
 Ship to Code 0911
 Ship to Store City
 Ship to Store Zipcode
 Release No

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 2
600	Each	10.8	Wholesale Price per Each	962880024	506	842629004669	36	1	BLK CROP JKT W RHNSTN S	BLACK	SMALL	12	1	C12610	0911	600
1200	Each	10.8	Wholesale Price per Each	962880025	506	842629004676	36	1	BLK CROP JKT W RHNSTN M	BLACK	Medium	12	1	C12610	0911	120
1200	Each	10.8	Wholesale Price per Each	962880026	506	842629004683	36	1	BLK CROP JKT W RHNSTN L	BLACK	Large	12	1	C12610	0911	120
600	Each	10.8	Wholesale Price per Each	962880027	506	842629004690	36	1	BLK CROP JKT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0911	600
600	Each	9.6	Wholesale Price per Each	962880032	506-3	842629004744	32	1	BLK PANT W RHNSTN S	BLACK	SMALL	12	1	C12610	0911	600
1200	Each	9.6	Wholesale Price per Each	962880033	506-3	842629004751	32	1	BLK PANT W RHNSTN M	BLACK	Medium	12	1	C12610	0911	120
1200	Each	9.6	Wholesale Price per Each	962880034	506-3	842629004768	32	1	BLK PANT W RHNSTN L	BLACK	Large	12	1	C12610	0911	120
600	Each	9.6	Wholesale Price per Each	962880035	506-3	842629004775	32	1	BLK PANT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0911	600

Number of Line Items 8

Total Order Qt

7200.0

Total Extended Line 73,440.00

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P 00841

Received from: Mervyns
 Date and time: 7/7/2005 2:08:18 PM

Purchase Order

Control No 101217101
 Type Blanket Order
 Date 07/07/2005
 Order No 0066423
 Motion Code
 Contact
 B Descr AZUSA CA
 Special Order Type
 Basis Date Type Delivery Date
 Disc Days Due
 Ship/Deliver Not 08/01/2005
 Motion Start
 Shipping Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Basis Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-2738540
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 08/05/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0911
 Ship to Code 0911
 Ship to Store City
 Ship to Store Zipcode
 Release No

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1200	Each	12	Wholesale Price per Each	962881113	103	872182009054	36	1	BLK CHIFFON SKIRT 7/15 XS-L	BLACK		1	12	C12610	0911	1200

Number of Line Items 1
 Total Extended Line 14,400.00
 n

Total Order Qty 1200.0

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P 00842

alved from: Mervyns
and time: 7/12/2005 3:28:02 AM

Purchase Order

Control No	101220487	Trans Type	Original
Type	Delivery Order	PO Number	0962-2738540
Date	07/07/2005	Department No	962
Order No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Order Code		Guest Name	
Order Contact		FOB Point	Origin
3 Descr	AZUSA CA	Sale Req Type	No Back Order
Order Type		Terms Type	Basic
Order Basis Date Type	Delivery Date	Terms Disc Percent	
Order Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Order Deliver Not	08/01/2005	Ship/Deliver Not After	08/06/2005
Order Start		Routing Code Type	Assign by Buyer
Order Code	USE READY TO SHIP WEB	Transport Type	
Order Instruction Type		Instruction	
Order Name		Buyer Store No	0986
Order to Store Name		Ship to Code	0986
Order to Store Address		Ship to Store City	
Order to Store State		Ship to Store Zipcode	
Order Net Days		Release No	0001
Order PO Type	POST-DISTRO		

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
360	Each	12	Wholesale Price per Each	962881113	103	872182009054	36	1	BLK CHIFFON SKIRT 7/15 XS-L	BLACK		1	12	C12610	0986	360

Number of Line Items 1 Total Order Qt 360.0
Total Extended Line 4,320.00

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P 00843

Received from: Mervyns
 Date and time: 7/12/2005 3:28:02 AM

Purchase Order

Trans Control No	101226487	Trans Type	Original
Type	Delivery Order	PO Number	0962-2738540
Date	07/07/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Transaction Code		Guest Name	
Test Contact		FOB Point	Origin
Item Descr	AZUSA CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Trans Basis Date Type	Delivery Date	Terms Disc Percent	
Trans Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not	08/01/2005	Ship/Deliver Not After	08/05/2005
Fore			
Transaction Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0993
Ship to Store Name		Ship to Code	0993
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Trans Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	LPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
180	Each	12	Wholesale Price per Each	962881113	103	872182009054	36	1	BLK CHIFFON SKIRT 7/15 XS-L	BLACK		1	12	C12610	0993	180

Number of Line Items 1
 Total Extended Line 2,160.00
 Total Order Qty 180.0

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P 00844

Received from: Mervyns
 Date and time: 7/12/2005 3:28:02 AM

Purchase Order

Trans Control No 101220487
 Order Type Delivery Order
 Order Date 07/07/2005
 Order No 0068423
 Promotion Code
 Order Contact
 Order Descr AZUSA CA
 Special Order Type
 Order Basis Date Type Delivery Date
 Order Disc Days Due
 Order Ship/Deliver Not 08/01/2005
 Order fore
 Promotion Start
 Order Code USE READY TO SHIP WEB
 Order Instruction Type
 Order Buyer Name
 Order Ship to Store Name
 Order Ship to Store Address
 Order Ship to Store State
 Order Order Net Days
 Order Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-2738540
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 08/05/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0996
 Ship to Code 0996
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
372	Each	12	Wholesale Price per Each	962881113	103	872182009054	36	1	BLK CHIFFON SKIRT 7/15 XS-L	BLACK		1	12	C12610	0996	372

Number of Line Items 1

Total Order Qty 372.0

Total Extended Line 4,464.00

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P 00845

Received from: Mervyn's
 Date and time: 7/12/2005 3:28:02 AM

Purchase Order

Trans Control No	101220487	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-2738540
PO Date	07/07/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	AZUSA CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	08/01/2005	Ship/Deliver Not After	08/05/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0997
Ship to Store Name		Ship to Code	0997
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	288	Each	12	Wholesale Price per Each	962881113	103	872182009054	36	1	BLK CHIFFON SKIRT 7/15 XS-L	BLACK		1	12	C12610	0997	288

Number of Line Items 1
 Total Extended Line 3,456.00
 .m

Total Order Qt 288.0

This data set was generated by Ditrans(TM) of Dlcentral Corporation

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P 00846

Received from: Mervyns
 Received time: 8/30/2005 7:28:15 PM

Purchase Order

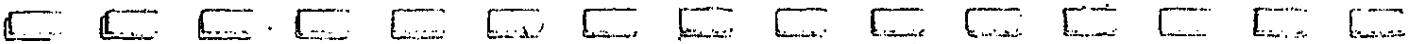
Control No 101262173
 Type Blanket Order
 Date 08/30/2005
 Order No 0068423
 Motion Code
 Contact
 S Descr COMPTON CA
 Order Type
 Basis Date Type Delivery Date
 Disc Days Due
 Ship/Deliver Not After 08/26/2005
 Motion Start
 Shipping Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Net Days
 PO Type POST-DISTRO

Trans Type Original
 PO Number 0862-3850742
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 09/30/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0911
 Ship to Code 0911
 Ship to Store City
 Ship to Store Zipcode
 Release No

Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
156	Each	10.8	Wholesale Price per Each	962881030	4082	842629005994	36	1	VLOUR W CRCH JKT 9/30 SAND S	SAND	SMALL	12	1	C12610	0911	156
324	Each	10.8	Wholesale Price per Each	962881031	4082	842629006007	36	1	VLOUR W CRCH JKT 9/30 SAND M	SAND	Medium	12	1	C12610	0911	324
324	Each	10.8	Wholesale Price per Each	962881032	4082	842629006014	36	1	VLOUR W CRCH JKT 9/30 SAND L	SAND	Large	12	1	C12610	0911	324
168	Each	10.8	Wholesale Price per Each	962881033	4082	842629006021	36	1	VLOUR W CRCH JKT 9/30 SAND XL	SAND	XLarge	12	1	C12610	0911	168

Number of Line Items 4
 Total Extended Line 10,497.60

Total Order Qty 972.0



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Received from: Mervyns
 Date and time: 9/17/2005 3:28:25 AM

Purchase Order

Trans Control No	101276643	Trans Type	Original
Order Type	Delivery Order	PO Number	0962-3650742
Order Date	08/30/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
OB Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	09/26/2005	Ship/Deliver Not After	09/30/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0986
Ship to Store Name		Ship to Code	0986
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Line No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
24	Each	10.8	Wholesale Price per Each	962881031	4082	842629006007	36	1	1	VLOUR W CRCH JKT 9/30 SAND M	SAND	Medium	12	1	C12610	0986	24
36	Each	10.8	Wholesale Price per Each	962881032	4082	842629006014	36	1	1	VLOUR W CRCH JKT 9/30 SAND L	SAND	Large	12	1	C12610	0986	36
12	Each	10.8	Wholesale Price per Each	962881033	4082	842629006021	36	1	1	VLOUR W CRCH JKT 9/30 SAND XL	SAND	XLarge	12	1	C12610	0986	12

Number of Line Items 3
 Total Extended Line 777.60
 m

Total Order-Qt 72.0

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P 00849

Received from: Mervyns
 Date and time: 9/17/2005 3:28:25 AM

Purchase Order

Trans Control No	101276643	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-3650742
PO Date	08/30/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	09/26/2005	Ship/Deliver Not After	09/30/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0993
Ship to Store Name		Ship to Code	0993
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	12	Each	10.8	Wholesale Price per Each	962881030	4082	842629005994	36	1	VLOUR W CRCH JKT 9/30 SAND S	SAND	SMALL	12	1	C12610	0993	12
	24	Each	10.8	Wholesale Price per Each	962881031	4082	842629006007	36	1	VLOUR W CRCH JKT 9/30 SAND M	SAND	Medium	12	1	C12610	0993	24
	24	Each	10.8	Wholesale Price per Each	962881032	4082	842629006014	36	1	VLOUR W CRCH JKT 9/30 SAND L	SAND	Large	12	1	C12610	0993	24
	12	Each	10.8	Wholesale Price per Each	962881033	4082	842629006021	36	1	VLOUR W CRCH JKT 9/30 SAND XL	SAND	XLarge	12	1	C12610	0993	12

Number of Line Items 4
 Total Extended Line 777.60

Total Order Qty 72.0

Back PRINT

Received from: Mervyns
 Date and time: 9/17/2005 3:28:25 AM

Purchase Order

PO Control No 101276643
 PO Type Delivery Order
 PO Date 08/30/2005
 PO Order No 0086423
 PO Motion Code
 PO Last Contact
 PO B Descr COMPTON CA
 PO Special Order Type
 PO Terms Basis Date Type Delivery Date
 PO Terms Disc Days Due
 PO Ship/Deliver Not 09/26/2005
 PO Before
 PO Motion Start
 PO Routing Code USE READY TO SHIP WEB
 PO Instruction Type
 PO Buyer Name
 PO Ship to Store Name
 PO Ship to Store Address
 PO Ship to Store State
 PO Terms Net Days
 PO Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-3650742
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 09/30/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0996
 Ship to Code 0996
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

no	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	72	Each	10.8	Wholesale Price per Each	962881030	4082	842629005994	36	1	VLOUR W CRCH JKT 9/30 SAND S	SAND	SMALL	12	1	C12610	0996	72
	132	Each	10.8	Wholesale Price per Each	962881031	4082	842629006007	36	1	VLOUR W CRCH JKT 9/30 SAND M	SAND	Medium	12	1	C12610	0996	132
	120	Each	10.8	Wholesale Price per Each	962881032	4082	842629006014	36	1	VLOUR W CRCH JKT 9/30 SAND L	SAND	Large	12	1	C12610	0996	120
	60	Each	10.8	Wholesale Price per Each	962881033	4082	842629006021	36	1	VLOUR W CRCH JKT 9/30 SAND XL	SAND	XLarge	12	1	C12610	0996	60

Number of Line Items 4
 Total Extended Line 4,147.20
 Unit

Total Order QTY 384.0

P 00851

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P 00852

Received from: Mervyns
Date and time: 9/17/2005 3:28:25 AM

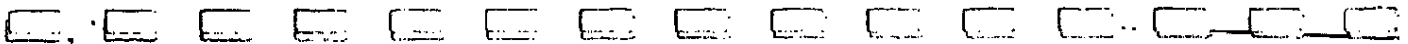
Purchase Order

Trans Control No	101276643	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-3650742
PO Date	08/30/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	09/26/2005	Ship/Deliver Not After	09/30/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0997
Ship to Store Name		Ship to Code	0997
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	72	Each	10.8	Wholesale Price per Each	962881030	4082	842629005994	36	1	VLOUR W CRCH JKT 9/30 SAND S	SAND	SMALL	12	1	C12610	0997	72
2	144	Each	10.8	Wholesale Price per Each	962881031	4082	842629006007	36	1	VLOUR W CRCH JKT 9/30 SAND M	SAND	Medium	12	1	C12610	0997	144
3	144	Each	10.8	Wholesale Price per Each	962881032	4082	842629006014	36	1	VLOUR W CRCH JKT 9/30 SAND L	SAND	Large	12	1	C12610	0997	144
4	84	Each	10.8	Wholesale Price per Each	962881033	4082	842629006021	36	1	VLOUR W CRCH JKT 9/30 SAND XL	SAND	XLarge	12	1	C12610	0997	84

Number of Line Items 4
Total Extended Line 4,795.20
km

Total Order Qt 444.0



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Received from: Mervyns
 Date and time: 8/30/2005 4:28:26 PM

Purchase Order

Trans Control No 101262087
 PO Type Blanket Order
 PO Date 08/30/2005
 Vendor No 0066423
 Promotion Code
 Guest Contact
 PO Descr COMPTON CA
 Special Order Type
 Terms Basic Date Type Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not 09/23/2005
 Before
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-3805240
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%VWH
 Ship/Deliver Not After 09/30/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0911
 Ship to Code 0911
 Ship to Store City
 Ship to Store Zipcode
 Release No

Line No	Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No. of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	600	Each	9.25	Wholesale Price per Each	962881010	428	842629005048	28	1	PNK CHRMS CA MI 9/30 S	PINK	SMALL	12	1	C12610	0911	600
	1200	Each	9.25	Wholesale Price per Each	962881011	428	842629005055	28	1	PNK CHRMS CA MI 9/30 M	PINK	Medium	12	1	C12610	0911	1200
	1200	Each	9.25	Wholesale Price per Each	962881012	428	842629005062	28	1	PNK CHRMS CA MI 9/30 L	PINK	Large	12	1	C12610	0911	1200
	600	Each	9.25	Wholesale Price per Each	962881013	428	842629005079	28	1	PNK CHRMS CA MI 9/30 XL	PINK	XLarge	12	1	C12610	0911	600

Number of Line Items 4
 Total Extended Line 33,300.00
 M

Total Order Qt 3600.0

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P 00855

Received from: Mervyns
 Date and time: 9/20/2005 4:28:30 PM

Purchase Order

Trans Control No 101279287
 PO Type Delivery Order
 PO Date 08/30/2005
 Vendor No 0068423
 Promotion Code
 Guest Contact
 FOB Descr COMPTON CA
 Special Order Type
 Terms Basis Date Type Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not Before 09/23/2005
 Promotion Start
 Loading Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyns PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-3805240
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 09/30/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0986
 Ship to Code 0986
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	96	Each	9.25	Wholesale Price per Each	962881010	428	842629005048	28	1	PNK CHRMS CA MI 9/30 S	PINK	SMALL	12	1	C12610	0986	96
2	204	Each	9.25	Wholesale Price per Each	962881011	428	842629005055	28	1	PNK CHRMS CA MI 9/30 M	PINK	Medium	12	1	C12610	0986	204
3	204	Each	9.25	Wholesale Price per Each	962881012	428	842629005062	28	1	PNK CHRMS CA MI 9/30 L	PINK	Large	12	1	C12610	0986	204
4	84	Each	9.25	Wholesale Price per Each	962881013	428	842629005079	28	1	PNK CHRMS CA MI 9/30 XL	PINK	XLarge	12	1	C12610	0986	84

Number of Line Items 4
 Total Extended Line 5,439.00
 am

Total Order Qty 588.0

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P 00856

Received from: Mervyns
 Date and time: 9/20/2005 4:28:30 PM

Purchase Order

Trans Control No	101279287	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-3805240
PO Date	08/30/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	09/23/2005	Ship/Deliver Not After	09/30/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0993
Ship to Store Name		Ship to Code	0993
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln to	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	108	Each	9.25	Wholesale Price per Each	962881010	428	842629005048	28	1	PNK CHRMS CA MI 9/30 S	PINK	SMALL	12	1	C12610	0993	108
	240	Each	9.25	Wholesale Price per Each	962881011	428	842629005065	28	1	PNK CHRMS CA MI 9/30 M	PINK	Medium	12	1	C12610	0993	240
	216	Each	9.25	Wholesale Price per Each	962881012	428	842629005062	28	1	PNK CHRMS CA MI 9/30 L	PINK	Large	12	1	C12610	0993	216
	108	Each	9.25	Wholesale Price per Each	962881013	428	842629005079	28	1	PNK CHRMS CA MI 9/30 XL	PINK	XLarge	12	1	C12610	0993	108

Number of Line Items 4
 Total Extended Line 6,216.00
 m

Total Order Qt 672.0

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P 00857

Received from: Mervyns
 Date and time: 9/20/2005 4:28:30 PM

Purchase Order

Trans Control No	101279287	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-3805240
PO Date	08/30/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Best Contact		FOB Point	Origin
PO Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	09/23/2005	Ship/Deliver Not After	09/30/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0996
Ship to Store Name		Ship to Code	0996
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	132	Each	9.25	Wholesale Price per Each	962881010	428	842629005048	28	1	PNK CHRMS CA MI 9/30 S	PINK	SMALL	12	1	C12610	0996	132
2	324	Each	9.25	Wholesale Price per Each	962881011	428	842629005055	28	1	PNK CHRMS CA MI 9/30 M	PINK	Medium	12	1	C12610	0996	324
3	336	Each	9.25	Wholesale Price per Each	962881012	428	842629005062	28	1	PNK CHRMS CA MI 9/30 L	PINK	Large	12	1	C12610	0996	336
4	144	Each	9.25	Wholesale Price per Each	962881013	428	842629005079	28	1	PNK CHRMS CA MI 9/30 XL	PINK	XLarge	12	1	C12610	0996	144

Number of Line Items 4
 Total Extended Line 8,658.00
 m

Total Order Qt 936.0

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P 00858

Received from: Mervyns
Date and time: 8/11/2005 3:28:38 AM

Purchase Order

P 00884

Trans Control No 101248420
PO Type Delivery Order
PO Date 08/05/2005
Vendor No 0086423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 08/25/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0982-4816365
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 08/30/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0986
Ship to Code 0986
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	180	Each	9	Wholesale Price per Each	962881138	446	842629003112	28	1	STRCH POPLN 3/4 SLV 8/30 WHT S	WHITE	SMALL	12	1	C12610	0986	180
2	348	Each	9	Wholesale Price per Each	962881139	446	842629003129	28	1	STRCH POPLN 3-4 SLV 8/30 WHT M	WHITE	Medium	12	1	C12610	0986	348
3	348	Each	9	Wholesale Price per Each	962881140	446	842629003136	28	1	STRCH POPLN 3/4 SLV 8/30 WHT L	WHITE	Large	12	1	C12610	0986	348
4	180	Each	9	Wholesale Price per Each	962881141	446	842629003143	28	1	STRCH POPLN 3/4 SLV 8/30 WHT XL	WHITE	XLarge	12	1	C12610	0986	180
5	120	Each	9	Wholesale Price per Each	962881148	243	842629003075	28	1	WHT POLO W EMB 8/30 S	WHITE	SMALL	12	1	C12610	0986	120
6	240	Each	9	Wholesale Price per Each	962881147	243	842629003082	28	1	WHT POLO W EMB 8/30 M	WHITE	Medium	12	1	C12610	0986	240
7	240	Each	9	Wholesale Price per Each	962881148	243	842629003099	28	1	WHT POLO W EMB 8/30 L	WHITE	Large	12	1	C12610	0986	240
8	120	Each	9	Wholesale Price per Each	962881149	243	842629003105	28	1	WHT POLO W EMB 8/30 XL	WHITE	XLarge	12	1	C12610	0986	120
9	120	Each	9	Wholesale	962881150	214	842629003037	28	1	CAPS V OFF	SMALL	SMALL	12	1	C12610	0986	120

			Price per Each						WSTN TRIM 8/30 OFFWHI S TOP	WHITE						
10	240	Each	9	Wholesale Price per Each	962881151	214	842629003044	28	1	CAPSLV WSTN TRIM 8/30 OFFWHI M TOP	OFF WHITE	Medium	12	1	C12610	0986 240
1	240	Each	9	Wholesale Price per Each	962881152	214	842629003051	28	1	CAPSLV WSTN TRIM 8/30 OFFWHI L TOP	OFF WHITE	Large	12	1	C12610	0986 240
2	120	Each	9	Wholesale Price per Each	962881153	214	842629003068	28	1	CAPSLV WSTN TRIM 8/3 OFFWHI XL TOP	OFF WHITE	XLarge	12	1	C12610	0986 120

umber of Line Items 12
otal Extended Line 22,464.00
m

Total Order Qt 2496.0

This data set was generated by Ditrans(TM) of Dicentral Corporation

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Received from: Mervyns
Date and time: 8/11/2005 3:28:38 AM

Purchase Order

P 00886

Trans Control No 101246420
PO Type Delivery Order
PO Date 08/05/2005
Vendor No 0066423

Promotion Code
Guest Contact
FOB Descr COMPTON CA

Special Order Type
Terms Basis DateType Delivery Date

Terms Disc Days Due
Ship/Deliver Not Before 08/25/2005

Promotion Start
Routing Code USE READY TO SHIP WEB

Instruction Type

Buyer Name

Ship to Store Name

Ship to Store Address

Ship to Store State

Terms Net Days

Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-4816365
Department No 962
Vendor Name GREAT WHITE BEAR LLC

Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic

Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 08/30/2005

Routing Code Type Assign by Buyer

Transport Type

Instruction

Buyer Store No 0993

Ship to Code 0993

Ship to Store City

Ship to Store Zipcode

Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	84	Each	9	Wholesale Price per Each	962881138	446	842629003112	28	1	STRCH POPLN 3/4 SLV 8/30 WHT S	WHITE	SMALL	12	1	C12610	0993	84
2	168	Each	9	Wholesale Price per Each	962881139	446	842629003128	28	1	STRCH POPLN 3/4 SLV 8/30 WHT M	WHITE	Medium	12	1	C12610	0993	168
3	168	Each	9	Wholesale Price per Each	962881140	446	842629003136	28	1	STRCH POPLN 3/4 SLV 8/30 WHT L	WHITE	Large	12	1	C12610	0993	168
4	84	Each	9	Wholesale Price per Each	962881141	446	842629003143	28	1	STRCH POPLN 3/4 SLV 8/30 WHT XL	WHITE	XLarge	12	1	C12610	0993	84
5	60	Each	9	Wholesale Price per Each	962881146	243	842629003075	28	1	WHT POLO WEMB 8/30 S	WHITE	SMALL	12	1	C12610	0993	60
6	120	Each	9	Wholesale Price per Each	962881147	243	842629003082	28	1	WHT POLO WEMB 8/30 M	WHITE	Medium	12	1	C12610	0993	120
7	120	Each	9	Wholesale Price per Each	962881148	243	842629003099	28	1	WHT POLO WEMB 8/30 L	WHITE	Large	12	1	C12610	0993	120
8	60	Each	9	Wholesale Price per Each	962881149	243	842629003105	28	1	WHT POLO WEMB 8/30 XL	WHITE	XLarge	12	1	C12610	0993	60
9	60	Each	9	Wholesale Price per Each	962881150	243	842629003112	28	1	WHT POLO WEMB 8/30 XL	WHITE	XLarge	12	1	C12610	0993	60

				Price per Each					W STN TRIM 8/30 OFFWHI STOP	WHITE						
10	120	Each	9	Wholesale Price per Each	962881151	214	842629003044	28	1	CAPSLV W STN TRIM 8/30 OFFWHI M TOP	OFF WHITE	Medium	12	1	C12610	0993 120
11	120	Each	9	Wholesale Price per Each	962881152	214	842629003051	28	1	CAPSLV W STN TRIM 8/30 OFFWHI L TOP	OFF WHITE	Large	12	1	C12610	0993 120
12	60	Each	9	Wholesale Price per Each	962881153	214	842629003068	28	1	CAPSLV W STN TRIM 8/3 OFFWHI XL TOP	OFF WHITE	XLarge	12	1	C12610	0993 60

Number of Line Items 12
 Total Extended Line 11,016.00
 um

Total Order Qt 1224.0

This data set was generated by Ditrans(TM) of Dicentral Corporation

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Received from: Mervyns
 Date and time: 8/11/2005 3:28:38 AM

Purchase Order

P 00888

Trans Control No 101248420
 O Type Delivery Order
 O Date 08/05/2005
 Order No 0066423

Promotion Code
 Street Contact
 CB Descr COMPTON CA

Special Order Type
 Terms Basis Date Type Delivery Date

Terms Disc Days Due
 Ship/Deliver Not After 08/25/2005

Promotion Start
 Routing Code USE READY TO SHIP WEB

Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-4816365
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 08/30/2005

Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0996
 Ship to Code 0996
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
180	Each	9	Wholesale Price per Each	962881138	446	842629003112	28	1	STRCH POPLN 3/4 SLV 8/30 WHT S	WHITE	SMALL	12	1	C12610	0996	180
372	Each	9	Wholesale Price per Each	962881139	446	842629003129	28	1	STRCH POPLN 3-4 SLV 8/30 WHT M	WHITE	Medium	12	1	C12610	0996	372
372	Each	9	Wholesale Price per Each	962881140	446	842629003136	28	1	STRCH POPLN 3/4 SLV 8/30 WHT L	WHITE	Large	12	1	C12610	0996	372
180	Each	9	Wholesale Price per Each	962881141	446	842629003143	28	1	STRCH POPLN 3/4 SLV 8/30 WHT XL	WHITE	XLarge	12	1	C12610	0996	180
120	Each	9	Wholesale Price per Each	962881146	243	842629003075	28	1	WHT POLO W EMB 8/30 S	WHITE	SMALL	12	1	C12610	0996	120
240	Each	9	Wholesale Price per Each	962881147	243	842629003082	28	1	WHT POLO W EMB 8/30 M	WHITE	Medium	12	1	C12610	0996	240
240	Each	9	Wholesale Price per Each	962881148	243	842629003099	28	1	WHT POLO W EMB 8/30 L	WHITE	Large	12	1	C12610	0996	240
120	Each	9	Wholesale Price per Each	962881149	243	842629003105	28	1	WHT POLO W EMB 8/30 XL	WHITE	XLarge	12	1	C12610	0996	120

				Price per Each						W STN TRIM 8/30 OFFWHI S TOP	WHITE						
10	240	Each	9	Wholesale Price per Each	962881151	214	842629003044	28	1	CAPSLV W STN TRIM 8/30 OFFWHI M TOP	OFF WHITE	Medium	12	1	C12610	0996	240
11	240	Each	9	Wholesale Price per Each	962881152	214	842629003051	28	1	CAPSLV W STN TRIM 8/30 OFFWHI L TOP	OFF WHITE	Large	12	1	C12610	0996	240
12	120	Each	9	Wholesale Price per Each	962881153	214	842629003068	28	1	CAPSLV W STN TRIM 8/3 OFFWHI XL TOP	OFF WHITE	XLarge	12	1	C12610	0996	120

Number of Line Items 12
Total Extended Line 22,896.00
Am

Total Order Qt 2544.0

This data set was generated by DItrans(TM) of DIcentral Corporation

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Received from: Mervyns
Date and time: 8/11/2005 3:28:38 AM

Purchase Order

P 00890

Trans Control No 101246420
PO Type Delivery Order
PO Date 08/05/2005
Vendor No 0066423

Promotion Code
Guest Contact
FOB Descr COMPTON CA

Special Order Type
Terms Basis Date Type Delivery Date

Terms Disc Days Due
Ship/Deliver Not Before 08/25/2005

Promotion Start
Routing Code USE READY TO SHIP WEB

Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-4816365
Department No 962
Vendor Name GREAT WHITE BEAR LLC

Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 08/30/2005

Routing Code Type Assign by Buyer

Transport Type
Instruction
Buyer Store No 0997
Ship to Code 0997
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	156	Each	9	Wholesale Price per Each	962881138	446	842629003112	28	1	STRCH POPLN 3/4 SLV 8/30 WHT S	WHITE	SMALL	12	1	C12610	0997	156
2	312	Each	9	Wholesale Price per Each	962881139	446	842629003129	28	1	STRCH POPLN 3-4 SLV 8/30 WHT M	WHITE	Medium	12	1	C12610	0997	312
3	312	Each	9	Wholesale Price per Each	962881140	446	842629003136	28	1	STRCH POPLN 3/4 SLV 8/30 WHT L	WHITE	Large	12	1	C12610	0997	312
4	156	Each	9	Wholesale Price per Each	962881141	446	842629003143	28	1	STRCH POPLN 3/4 SLV 8/30 WHT XL	WHITE	XLarge	12	1	C12610	0997	156
5	96	Each	9	Wholesale Price per Each	962881146	243	842629003076	28	1	WHT POLO W EMB 8/30 S	WHITE	SMALL	12	1	C12610	0997	96
6	204	Each	9	Wholesale Price per Each	962881147	243	842629003082	28	1	WHT POLO W EMB 8/30 M	WHITE	Medium	12	1	C12610	0997	204
7	204	Each	9	Wholesale Price per Each	962881148	243	842629003099	28	1	WHT POLO W EMB 8/30 L	WHITE	Large	12	1	C12610	0997	204
8	96	Each	9	Wholesale Price per Each	962881149	243	842629003105	28	1	WHT POLO W EMB 8/30 XL	WHITE	XLarge	12	1	C12610	0997	96

				Price per Each						W STN TRIM 8/30 OFFWH STOP	WHITE						
10	204	Each	9	Wholesale Price per Each	962881151	214	842629003044	28	1	CAPSLV W STN TRIM 8/30 OFFWH M TOP	OFF WHITE	Medium	12	1	C12610	0997	204
11	204	Each	9	Wholesale Price per Each	962881152	214	842629003051	28	1	CAPSLV W STN TRIM 8/30 OFFWH L TOP	OFF WHITE	Large	12	1	C12610	0997	204
12	96	Each	9	Wholesale Price per Each	962881153	214	842629003068	28	1	CAPSLV W STN TRIM 8/3 OFFWH XL TOP	OFF WHITE	XLarge	12	1	C12610	0997	96

Number of Line Items 12
Total Extended Line 19,224.00
Am

Total Order Qt 2136.0

This data set was generated by Ditrans(TM) of Dlcentral Corporation

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Received from: Mervyns
Date and time: 8/30/2005 4:28:03 PM

Purchase Order

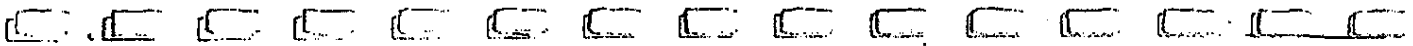
P 00892

Trans Control No.	101262092	Trans Type	Original
PO Type	Blanket Order	PO Number	0982-5038791
PO Date	08/30/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date/Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	08/26/2005	Ship/Deliver Not After	09/30/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0911
Ship to Store Name		Ship to Code	0911
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	348	Each	11.25	Wholesale Price per Each	962881050	424	842629004980	34	1	WHTBLK STRP PANT 9/30 3	BLACK WHITE	3	12	1	C12610	0911	348
2	696	Each	11.25	Wholesale Price per Each	962881051	424	842629004997	34	1	WHTBLK STRP PANT 9/30 5	BLACK WHITE	5	12	1	C12610	0911	696
3	1056	Each	11.25	Wholesale Price per Each	962881052	424	842629005000	34	1	WHTBLK STRP PANT 9/30 7	BLACK WHITE	7	12	1	C12610	0911	1056
4	1056	Each	11.25	Wholesale Price per Each	962881053	424	842629005017	34	1	WHTBLK STRP PANT 9/30 9	BLACK WHITE	9	12	1	C12610	0911	1056
5	696	Each	11.25	Wholesale Price per Each	962881054	424	842629005024	34	1	WHTBLK STRP PANT 9/30 11	BLACK WHITE	11	12	1	C12610	0911	696
6	348	Each	11.25	Wholesale Price per Each	962881055	424	842629005031	34	1	WHTBLK STRP PANT 9/30 13	BLACK WHITE	13	12	1	C12610	0911	348

Number of Line Items 6
Total Extended Line 47,250.00
Am

Total Order Qty 4200.0



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Received from: Mervyns
 Date and time: 9/15/2005 3:28:20 AM

Purchase Order

00894

Trans Control No	101274180	Trans Type	Original
Order Type	Delivery Order	PO Number	0962-5038791
Order Date	08/30/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	09/26/2005	Ship/Deliver Not After	09/30/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0986
Ship to Store Name		Ship to Code	0986
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Line No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
84	Each	11.25	Wholesale Price per Each	962881050	424	842629004980	34	1	1	WHTBLK STRP PANT 9/30 3	BLACK WHITE	3	12	1	C12610	0986	84
168	Each	11.25	Wholesale Price per Each	962881051	424	842629004997	34	1	1	WHTBLK STRP PANT 9/30 5	BLACK WHITE	5	12	1	C12610	0986	168
264	Each	11.25	Wholesale Price per Each	962881052	424	842629005000	34	1	1	WHTBLK STRP PANT 9/30 7	BLACK WHITE	7	12	1	C12610	0986	264
252	Each	11.25	Wholesale Price per Each	962881053	424	842629005017	34	1	1	WHTBLK STRP PANT 9/30 9	BLACK WHITE	9	12	1	C12610	0986	252
168	Each	11.25	Wholesale Price per Each	962881054	424	842629005024	34	1	1	WHTBLK STRP PANT 9/30 11	BLACK WHITE	11	12	1	C12610	0986	168
84	Each	11.25	Wholesale Price per Each	962881055	424	842629005031	34	1	1	WHTBLK STRP PANT 9/30 13	BLACK WHITE	13	12	1	C12610	0986	84

Number of Line Items - 6
 Total Extended Line 11,475.00

Total Order Qt 1020.0

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
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Received from: Mervyns
Date and time: 9/15/2005 3:28:20 AM

Purchase Order

00896

Trans Control No 101274190
PO Type Delivery Order
PO Date 08/30/2005
Vendor No 0068423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 09/26/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-5038791
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 09/30/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0993
Ship to Code 0993
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	72	Each	11.25	Wholesale Price per Each	962881050	424	842829004980	34	1	WHTBLK STRP PANT 9/30 3	BLACK WHITE	3	12	1	C12610	0993	72
2	144	Each	11.25	Wholesale Price per Each	962881051	424	842829004997	34	1	WHTBLK STRP PANT 9/30 5	BLACK WHITE	5	12	1	C12610	0993	144
3	216	Each	11.25	Wholesale Price per Each	962881052	424	842829005000	34	1	WHTBLK STRP PANT 9/30 7	BLACK WHITE	7	12	1	C12610	0993	216
4	216	Each	11.25	Wholesale Price per Each	962881053	424	842829005017	34	1	WHTBLK STRP PANT 9/30 9	BLACK WHITE	9	12	1	C12610	0993	216
5	144	Each	11.25	Wholesale Price per Each	962881054	424	842829005024	34	1	WHTBLK STRP PANT 9/30 11	BLACK WHITE	11	12	1	C12610	0993	144
6	72	Each	11.25	Wholesale Price per Each	962881055	424	842829005031	34	1	WHTBLK STRP PANT 9/30 13	BLACK WHITE	13	12	1	C12610	0993	72

Number of Line Items 6
Total Extended Line 9,720.00
Am

Total Order Qt 884.0

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Received from: Mervyns
date and time: 9/15/2005 3:28:20 AM

Purchase Order

P 00898

Trans Control No 101274190
PO Type Delivery Order
PO Date 08/30/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr COMPTON CA

Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 09/26/2005

Promotion Start
Routing Code USE READY TO SHIP WEB

Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original-
PO Number 0962-5038791
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 09/30/2005

Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0996
Ship to Code 0996
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	96	Each	11.25	Wholesale Price per Each	962881050	424	842629004980	34	1	WHTBLK STRP PANT 9/30 3	BLACK WHITE	3	12	1	C12610	0996	96
2	192	Each	11.25	Wholesale Price per Each	962881051	424	842629004997	34	1	WHTBLK STRP PANT 9/30 5	BLACK WHITE	5	12	1	C12610	0996	192
3	288	Each	11.25	Wholesale Price per Each	962881052	424	842629005000	34	1	WHTBLK STRP PANT 9/30 7	BLACK WHITE	7	12	1	C12610	0996	288
4	300	Each	11.25	Wholesale Price per Each	962881053	424	842629005017	34	1	WHTBLK STRP PANT 9/30 9	BLACK WHITE	9	12	1	C12610	0996	300
5	192	Each	11.25	Wholesale Price per Each	962881054	424	842629005024	34	1	WHTBLK STRP PANT 9/30 11	BLACK WHITE	11	12	1	C12610	0996	192
6	96	Each	11.25	Wholesale Price per Each	962881055	424	842629005031	34	1	WHTBLK STRP PANT 9/30 13	BLACK WHITE	13	12	1	C12610	0996	96

Number of Line Items 6
Total Extended Line 13,095.00
Am

Total Order Qt 1164.0

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

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Received from: Mervyns
 Date and time: 9/15/2005 3:28:20 AM

Purchase Order

P 00900

Trans Control No 101274190
 O Type Delivery Order
 O Date 08/30/2005
 Vendor No 0068423
 Promotion Code
 User Contact
 OB Descr COMPTON CA
 Special Order Type
 Terms Basis Date Type Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not After 09/26/2005
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-5038791
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 09/30/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0997
 Ship to Code 0997
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

n o	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	96	Each	11.25	Wholesale Price per Each	962881050	424	842629004980	34	1	WHTBLK STRP PANT 9/30 3	BLACK WHITE	3	12	1	C12610	0997	96
	192	Each	11.25	Wholesale Price per Each	962881051	424	842629004997	34	1	WHTBLK STRP PANT 9/30 5	BLACK WHITE	5	12	1	C12610	0997	192
	288	Each	11.25	Wholesale Price per Each	962881052	424	842629005000	34	1	WHTBLK STRP PANT 9/30 7	BLACK WHITE	7	12	1	C12610	0997	288
	288	Each	11.25	Wholesale Price per Each	962881053	424	842629005017	34	1	WHTBLK STRP PANT 9/30 9	BLACK WHITE	9	12	1	C12610	0997	288
	192	Each	11.25	Wholesale Price per Each	962881054	424	842629005024	34	1	WHTBLK STRP PANT 9/30 11	BLACK WHITE	11	12	1	C12610	0997	192
	96	Each	11.25	Wholesale Price per Each	962881055	424	842629005031	34	1	WHTBLK STRP PANT 9/30 13	BLACK WHITE	13	12	1	C12610	0997	96

Number of Line Items 6
 Total Extended Line 12,960.00
 n

Total Order Qty 1152.0

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

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Received from: Mervyns
Date and time: 9/6/2005 4:28:36 PM

Purchase Order

P 00902

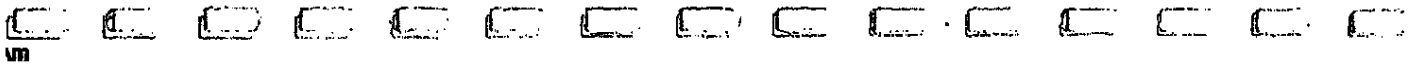
Trans Control No 101266280
PO Type Blanket Order
PO Date 09/06/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 09/28/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-5051166
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 09/30/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0911
Ship to Code 0911
Ship to Store City
Ship to Store Zipcode
Release No

Ln No	Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	348	Each	14.5	Wholesale Price per Each	962881126	216	842629002979	40	1	DENIM PKTS W FLAP 8/30 JEAN 3	DENIM	3	12	1	C12610	0911	348
2	696	Each	14.5	Wholesale Price per Each	962881127	216	842629002986	40	1	DENIM PKTS W FLAP 8/30 JEAN 5	DENIM	5	12	1	C12610	0911	696
3	1056	Each	14.5	Wholesale Price per Each	962881128	216	842629002993	40	1	DENIM PKTS W FLAP 8/30 JEAN 7	DENIM	7	12	1	C12610	0911	1056
4	1056	Each	14.5	Wholesale Price per Each	962881129	216	842629003006	40	1	DENIM PKTS W FLAP 8/30 JEAN 9	DENIM	9	12	1	C12610	0911	1056
5	696	Each	14.5	Wholesale Price per Each	962881130	216	842629003013	40	1	DENIM PKTS W FLAP 8/30 JEAN 11	DENIM	11	12	1	C12610	0911	696
6	348	Each	14.5	Wholesale Price per Each	962881131	216	842629003020	40	1	DENIM PKTS W FLAP 8/30 JEAN 13	DENIM	13	12	1	C12610	0911	348

Number of Line Items 6
Total Extended Line 60,900.00

Total Order Qt 4200.0



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Received from: Mervyns
 Date and time: 9/10/2005 8:08:06 AM

Purchase Order

Order Control No 101270115
 Order Type Delivery Order
 Order Date 09/06/2005
 Order No 0066423
 Promotion Code
 Contact
 Order Descr COMPTON CA
 Social Order Type
 Terms Basis Date Type Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not 09/26/2005
 Before
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

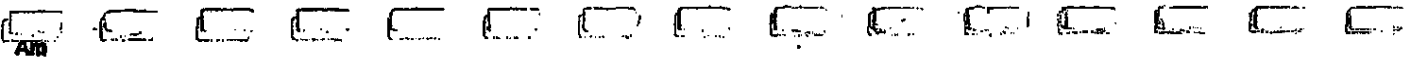
Trans Type Original
 PO Number 0962-5051166
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 09/30/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0986
 Ship to Code 0986
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

n o	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Deser	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	84	Each	14.5	Wholesale Price per Each	962881126	216	842629002979	40	1	DENIM PKTS W FLAP 8/30 JEAN 3	DENIM	3	12	1	C12810	0986	84
	156	Each	14.5	Wholesale Price per Each	962881127	216	842629002986	40	1	DENIM PKTS W FLAP 8/30 JEAN 5	DENIM	5	12	1	C12610	0986	156
	252	Each	14.5	Wholesale Price per Each	962881128	216	842629002993	40	1	DENIM PKTS W FLAP 8/30 JEAN 7	DENIM	7	12	1	C12610	0986	252
	252	Each	14.5	Wholesale Price per Each	962881129	216	842629003008	40	1	DENIM PKTS W FLAP 8/30 JEAN 9	DENIM	9	12	1	C12610	0986	252
	156	Each	14.5	Wholesale Price per Each	962881130	216	842629003013	40	1	DENIM PKTS W FLAP 8/30 JEAN 11	DENIM	11	12	1	C12610	0986	156
	72	Each	14.5	Wholesale Price per Each	962881131	216	842629003020	40	1	DENIM PKTS W FLAP 8/30 JEAN 13	DENIM	13	12	1	C12610	0986	72

Number of Line Items 6
 Total Extended Line 14,094.00

Total Order Qty 972.0

P 00904



This data set was generated by Dltans(TM) of Dlcentral Corporation

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P 00905

Received from: Mervyns
 Date and time: 9/10/2005 8:08:06 AM

Purchase Order

Mervyns Control No 101270115
 Order Type Delivery Order
 Order Date 09/08/2005
 Order No 0066423
 Promotion Code
 Contact
 Order Descr COMPTON CA
 Special Order Type
 Terms Basis Date Type Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not 09/28/2005
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyns PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-5051188
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 09/30/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0993
 Ship to Code 0993
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
72	Each	14.5	Wholesale Price per Each	962881126	216	842629002979	40	1	DENIM PKTS W FLAP 8/30 JEAN 3	DENIM	3	12	1	C12610	0993	72
144	Each	14.5	Wholesale Price per Each	962881127	216	842629002986	40	1	DENIM PKTS W FLAP 8/30 JEAN 5	DENIM	5	12	1	C12610	0993	144
204	Each	14.5	Wholesale Price per Each	962881128	216	842629002993	40	1	DENIM PKTS W FLAP 8/30 JEAN 7	DENIM	7	12	1	C12610	0993	204
204	Each	14.5	Wholesale Price per Each	962881129	216	842629003006	40	1	DENIM PKTS W FLAP 8/30 JEAN 9	DENIM	9	12	1	C12610	0993	204
144	Each	14.5	Wholesale Price per Each	962881130	216	842629003013	40	1	DENIM PKTS W FLAP 8/30 JEAN 11	DENIM	11	12	1	C12610	0993	144
72	Each	14.5	Wholesale Price per Each	962881131	216	842629003020	40	1	DENIM PKTS W FLAP 8/30 JEAN 13	DENIM	13	12	1	C12610	0993	72

Number of Line Items 6
 Total Extended Line 12,180.00

Total Order Qty 840.0

P 00906

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P 00907

Received from: Mervyns
 Date and time: 9/10/2005 8:08:06 AM

Purchase Order

PO Control No 101270115
 PO Type Delivery Order
 PO Date 09/06/2005
 PO Number 0066423
 PO Motion Code
 PO Test Contact
 PO B Descr COMPTON CA
 PO Special Order Type
 PO Terms Basis Date Type Delivery Date
 PO Terms Disc Days Due
 PO Ship/Deliver Not 09/26/2005
 PO fore
 PO Motion Start
 PO Routing Code USE READY TO SHIP WEB
 PO Instruction Type
 PO Buyer Name
 PO Ship to Store Name
 PO Ship to Store Address
 PO Ship to Store State
 PO Terms Net Days
 PO Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-5051168
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 09/30/2005

Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0996
 Ship to Code 0996
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
96	Each	14.5	Wholesale Price per Each	962881126	216	842628002979	40	1	DENIM PKTS W FLAP 8/30 JEAN 3	DENIM	3	12	1	C12610	0996	96
204	Each	14.5	Wholesale Price per Each	962881127	216	842629002986	40	1	DENIM PKTS W FLAP 8/30 JEAN 5	DENIM	5	12	1	C12610	0996	204
312	Each	14.5	Wholesale Price per Each	962881128	216	842629002993	40	1	DENIM PKTS W FLAP 8/30 JEAN 7	DENIM	7	12	1	C12610	0996	312
300	Each	14.5	Wholesale Price per Each	962881129	216	842629003006	40	1	DENIM PKTS W FLAP 8/30 JEAN 9	DENIM	9	12	1	C12610	0996	300
204	Each	14.5	Wholesale Price per Each	962881130	216	842629003013	40	1	DENIM PKTS W FLAP 8/30 JEAN 11	DENIM	11	12	1	C12610	0996	204
96	Each	14.5	Wholesale Price per Each	962881131	216	842629003020	40	1	DENIM PKTS W FLAP 8/30 JEAN 13	DENIM	13	12	1	C12610	0996	96

Number of Line Items 6
 Total Extended Line 17,574.00

Total Order Qty 1212.0

P 00908



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Received from: Mervyns
Date and time: 9/10/2005 8:08:06 AM

Purchase Order

Trans Control No 101270115
PO Type Delivery Order
PO Date 09/06/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis DateType Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 09/26/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-5051166
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 09/30/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0997
Ship to Code 0997
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	96	Each	14.5	Wholesale Price per Each	962881126	216	842629002979	40	1	DENIM PKTS W FLAP 8/30 JEAN 3	DENIM	3	12	1	C12610	0997	96
2	192	Each	14.5	Wholesale Price per Each	962881127	216	842629002986	40	1	DENIM PKTS W FLAP 8/30 JEAN 5	DENIM	5	12	1	C12610	0997	192
3	288	Each	14.5	Wholesale Price per Each	962881128	216	842629002993	40	1	DENIM PKTS W FLAP 8/30 JEAN 7	DENIM	7	12	1	C12610	0997	288
4	300	Each	14.5	Wholesale Price per Each	962881129	216	842629003006	40	1	DENIM PKTS W FLAP 8/30 JEAN 9	DENIM	9	12	1	C12610	0997	300
5	192	Each	14.5	Wholesale Price per Each	962881130	216	842629003013	40	1	DENIM PKTS W FLAP 8/30 JEAN 11	DENIM	11	12	1	C12610	0997	192
6	108	Each	14.5	Wholesale Price per Each	962881131	216	842629003020	40	1	DENIM PKTS W FLAP 8/30 JEAN 13	DENIM	13	12	1	C12610	0997	108

Number of Line Items 6
Total Extended Line 17,052.00

Total Order Qty 1176.0

P 00910



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Received from: Mervyns
Date and time: 8/30/2005 4:28:25 PM

Purchase Order

Trans Control No 101262094
PO Type Blanket Order
PO Date 08/30/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not 09/23/2005
Before
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-5465528
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 09/30/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0911
Ship to Code 0911
Ship to Store City
Ship to Store Zipcode
Release No

Ln	Qty	Ship	Unit	Basis	Buyer	Vendor	UPC Code	Retail	Multi	Product	Color	Size	No	No	Ticket/Hanger	Store	Stc
No		Unit	Price	Unit Price	Catalog	Style		Price	Price	Descr	Descr		of	of	Code	No 1	No
					No	No			Qty				Pack	Inner			Q
1	696	Each	12	Wholesale	962881046	426	842629004942	36	1	CHARMSE	PINK	SMALL	12	1	C12610	0911	696
				Price per						PINK							
				Each						SKIRT							
										9/30 S							
2	1404	Each	12	Wholesale	962881047	426	842629004959	36	1	CHARMSE	PINK	Medium	12	1	C12610	0911	1404
				Price per						PINK							
				Each						SKIRT							
										9/30 M							
3	1404	Each	12	Wholesale	962881048	426	842629004966	36	1	CHARMSE	PINK	Large	12	1	C12610	0911	1404
				Price per						PINK							
				Each						SKIRT							
										9/30 L							
4	696	Each	12	Wholesale	962881049	426	842629004973	36	1	CHARMSE	PINK	XLarge	12	1	C12610	0911	696
				Price per						PINK							
				Each						SKIRT							
										9/30 XL							

Number of Line Items 4
Total Extended Line 50,400.00
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Total Order Qty 4200.0

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P 00912

Received from: Mervyns
 Date and time: 9/13/2005 3:28:16 AM

Purchase Order

Trans Control No 101271805
 Order Type Delivery Order
 Order Date 08/30/2005
 Order No 0068423
 Promotion Code
 Contact
 Order Descr COMPTON CA
 Order Type
 Order Basis Date Type Delivery Date
 Order Disc Days Due
 Ship/Deliver Not 09/23/2005
 Order Start
 Order Code USE READY TO SHIP WEB
 Order Type
 Order Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Order Net Days
 Order PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-5465628
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 09/30/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0986
 Ship to Code 0986
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No Qty
168	Each	12	Wholesale Price per Each	962881046	426	842629004942	36	1	CHARMSE PINK SKIRT 9/30 S	PINK	SMALL	12	1	C12610	0986	168
324	Each	12	Wholesale Price per Each	962881047	426	842629004959	36	1	CHARMSE PINK SKIRT 9/30 M	PINK	Medium	12	1	C12610	0986	324
324	Each	12	Wholesale Price per Each	962881048	426	842629004966	36	1	CHARMSE PINK SKIRT 9/30 L	PINK	Large	12	1	C12610	0986	324
168	Each	12	Wholesale Price per Each	962881049	426	842629004973	36	1	CHARMSE PINK SKIRT 9/30 XL	PINK	XLarge	12	1	C12610	0986	168

Number of Line Items 4
 Total Extended Line 11,808.00

Total Order Qty 984.0

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P 00913

Received from: Mervyns
 Date and time: 9/13/2005 3:28:16 AM

Purchase Order

Trans Control No 101271805
 O Type Delivery Order
 O Date 08/30/2005
 andor No 0066423
 Promotion Code
 Next Contact
 DB Descr COMPTON CA

Special Order Type
 Terms Basic Date Type Delivery Date

Terms Disc Days Due
 Ship/Deliver Not 09/23/2005
 before

Promotion Start
 Routing Code USE READY TO SHIP WEB

Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-5465528
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 09/30/2005

Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0993
 Ship to Code 0993
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

n o	Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No Qty
	144	Each	12	Wholesale Price per Each	962881046	426	842629004942	36	1	CHARMSE PINK SKIRT 9/30 S	PINK	SMALL	12	1	C12610	0993	144
	276	Each	12	Wholesale Price per Each	962881047	426	842629004959	36	1	CHARMSE PINK SKIRT 9/30 M	PINK	Medium	12	1	C12610	0993	276
	276	Each	12	Wholesale Price per Each	962881048	426	842629004966	36	1	CHARMSE PINK SKIRT 9/30 L	PINK	Large	12	1	C12610	0993	276
	144	Each	12	Wholesale Price per Each	962881049	426	842629004973	36	1	CHARMSE PINK SKIRT 9/30 XL	PINK	XLarge	12	1	C12610	0993	144

Number of Line Items 4
 Total Extended Line 10,080.00

Total Order Qty 840.0

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P 00914

Received from: Mervyns
 Date and time: 9/13/2005 3:28:16 AM

Purchase Order

Trans Control No 101271805
 PO Type Delivery Order
 PO Date 08/30/2005
 Vendor No 0068423
 Promotion Code
 Guest Contact
 OB Descr COMPTON CA
 Special Order Type
 Terms Basis Date Type Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not Before 09/23/2005
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-5485528
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 09/30/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0996
 Ship to Code 0996
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

n o	Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No Qty
	180	Each	12	Wholesale Price per Each	962881046	426	842629004942	36	1	CHARMSE PINK SKIRT 9/30 S	PINK	SMALL	12	1	C12610	0996	180
	432	Each	12	Wholesale Price per Each	962881047	426	842629004959	36	1	CHARMSE PINK SKIRT 9/30 M	PINK	Medium	12	1	C12610	0996	432
	432	Each	12	Wholesale Price per Each	962881048	426	842629004966	36	1	CHARMSE PINK SKIRT 9/30 L	PINK	Large	12	1	C12610	0996	432
	182	Each	12	Wholesale Price per Each	962881049	426	842629004973	36	1	CHARMSE PINK SKIRT 9/30 XL	PINK	XLarge	12	1	C12610	0996	182

Number of Line Items 4
 Total Extended Line 14,832.00

Total Order Qty 1236.0

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P 00915

Received from: Mervyns
 Date and time: 9/13/2005 3:28:16 AM

Purchase Order

Trans Control No	101271805	Trans Type	Original
Order Type	Delivery Order	PO Number	0962-5465528
Order Date	08/30/2005	Department No	962
Order No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
Job Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Data Type	Delivery Data	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	09/23/2005	Ship/Deliver Not After	09/30/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0997
Ship to Store Name		Ship to Code	0997
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No Qty
204	Each	12	Wholesale Price per Each	962881046	426	842629004942	36	1	CHARMSE PINK SKIRT 9/30 S	PINK	SMALL	12	1	C12610	0997	204
372	Each	12	Wholesale Price per Each	962881047	426	842629004959	36	1	CHARMSE PINK SKIRT 9/30 M	PINK	Medium	12	1	C12610	0997	372
372	Each	12	Wholesale Price per Each	962881048	426	842629004966	36	1	CHARMSE PINK SKIRT 9/30 L	PINK	Large	12	1	C12610	0997	372
192	Each	12	Wholesale Price per Each	962881049	426	842629004973	36	1	CHARMSE PINK SKIRT 9/30 XL	PINK	XLarge	12	1	C12610	0997	192

Number of Line Items 4
 Total Extended Line 13,680.00

Total Order Qty 1140.0

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P 00916

Received from: Mervyns
 Date and time: 7/5/2005 6:23:13 PM

Purchase Order

Control No	101215288	Trans Type	Original
Type	Blanket Order	PO Number	0962-5628803
Date	07/05/2005	Department No	962
Order No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Order Code		Guest Name	
Est Contact		FOB Point	Origin
B Descr	MIAMI FL	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Basic Date Type	Delivery Date	Terms Disc Percent	
Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not	07/18/2005	Ship/Deliver Not After	07/22/2005
Order Start		Routing Code Type	Assign by Buyer
Using Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0911
Ship to Store Name		Ship to Code	0911
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Days Net Days		Release No	
Buyer PO Type	POST-DISTRO		

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	St N C
3600	Each	13.5	Wholesale Price per Each	962881118	109	842629000012	42	1	LT TURQ JACQ JKT 7/30 S-XL	LIGHT TURQUOISE		1	12	C12610	0911	36

Number of Line Items 1
 Total Extended Line 48,600.00

Total Order Qty 3600.0

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00917

Received from: Mervyns
Date and time: 7/10/2005 2:08:09 AM

Purchase Order

Trans Control No	101218498	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-5828903
PO Date	07/05/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	MIAMI FL	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	07/18/2005	Ship/Deliver Not After	07/22/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0986
Ship to Store Name		Ship to Code	0986
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Sto No Qt
1	684	Each	13.5	Wholesale Price per Each	962881118	109.	842629000012	42	1	LT TURQ JACQ JKT 7/30 S-XL	LIGHT TURQUOISE		1	12	C12610	0986	684

Number of Line Items 1
Total Extended Line 9,234.00
Am

Total Order Qt 684.0

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P 00918

Back PRINT

Received from: Mervyns
Date and time: 7/10/2005 2:08:09 AM

Purchase Order

Trans Control No 101218498
 PO Type Delivery Order
 PO Date 07/05/2005
 Vendor No 0066423
 Promotion Code
 Guest Contact
 FOB Descr MIAMI FL
 Special Order Type
 Terms Basis Date Type Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not Before 07/18/2005
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-5828903
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 07/22/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0993
 Ship to Code 0993
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 2
1	468	Each	13.5	Wholesale Price per Each	962881118	109	842828000012	42	1	LT TURQ JACQ JKT 7/30 S-XL	LIGHT TURQUOISE		1	12	C12610	0993	468

Number of Line Items 1
 Total Extended Line 6,318.00
 4m

Total Order Qt 468.0

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P 00919

Received from: Mervyns
Date and time: 7/10/2005 2:08:09 AM

Purchase Order

Trans Control No	101218498	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-5828903
PO Date	07/05/2005	Department No	982
Vendor No	0086423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	MIAMI FL	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	07/18/2005	Ship/Deliver Not After	07/22/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0998
Ship to Store Name		Ship to Code	0998
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Unit Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	St N C
1	1104	Each	13.5	Wholesale Price per Each	962881118	109	842829000012	42	1	LT TURQ JACQ JKT 7/30 S-XL	LIGHT TURQUOISE		1	12	C12610	0998	11

Number of Line Items 1
Total Extended Line 14,904.00
Am

Total Order Qt 1104.0

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P 00920

Received from: Mervyns
Date and time: 7/10/2005 2:08:09 AM

Purchase Order

Trans Control No	101218498	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-5828903
PO Date	07/05/2005	Department No	982
Vendor No	0086423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	MIAMI FL	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	07/18/2005	Ship/Deliver Not After	07/22/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0997
Ship to Store Name		Ship to Code	0997
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	St N C
1	1344	Each	13.5	Wholesale Price per Each	962881118	109	842629000012	42	1	LT TURQ JACQ JKT 7/30 S-XL	LIGHT TURQUOISE		1	12	C12610	0997	13

Number of Line Items 1
Total Extended Line Am 18,144.00

Total Order Qt 1344.0

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P 00921

Received from: Mervyns
Date and time: 8/30/2005 7:28:11 PM

Purchase Order

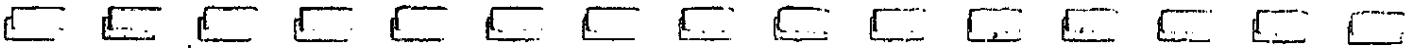
Trans Control No	101262178	Trans Type	Original
PO Type	Blanket Order	PO Number	0962-6828616
PO Date	08/30/2005	Department No	962
Vendor No	0068423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date/Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	09/26/2005	Ship/Deliver Not After	09/30/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0911
Ship to Store Name		Ship to Code	0911
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
360	Each	10.8	Wholesale Price per Each	962881022	4082	842629005956	36	1	VLOUR W CRCH JKT 9/30 BLUE S	BLUE	SMALL	12	1		C12610	0911	360
720	Each	10.8	Wholesale Price per Each	962881023	4082	842629005963	36	1	VLOUR W CRCH JKT 9/30 BLUE M	BLUE	Medium	12	1		C12610	0911	720
720	Each	10.8	Wholesale Price per Each	962881024	4082	842629005970	36	1	VLOUR W CRCH JKT 9/30 BLUE L	BLUE	Large	12	1		C12610	0911	720
360	Each	10.8	Wholesale Price per Each	962881025	4082	842629005987	36	1	VLOUR W CRCH JKT 9/30 BLUE XL	BLUE	XLarge	12	1		C12610	0911	360

Number of Line Items 4
Total Extended Line 23,328.00

Total Order Qty 2160.0

00922



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Received from: Merryns
Date and time: 9/17/2005 3:29:02 AM

Purchase Order

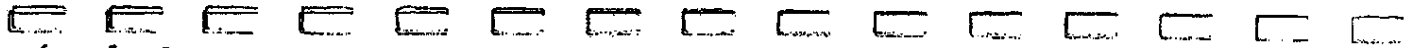
Trans Control No	101276686	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-6828616
PO Date	08/30/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	09/26/2005	Ship/Deliver Not After	09/30/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0993
Ship to Store Name		Ship to Code	0993
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	.0001
Merryn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	48	Each	10.8	Wholesale Price per Each	962881022	4082	842629005956	36	1	VLOUR W CRCH JKT 9/30 BLUE S	BLUE	SMALL	12	1	C12610	0993	48
2	108	Each	10.8	Wholesale Price per Each	962881023	4082	842629005963	36	1	VLOUR W CRCH JKT 9/30 BLUE M	BLUE	Medium	12	1	C12610	0993	108
3	96	Each	10.8	Wholesale Price per Each	962881024	4082	842629005970	36	1	VLOUR W CRCH JKT 9/30 BLUE L	BLUE	Large	12	1	C12610	0993	96
4	48	Each	10.8	Wholesale Price per Each	962881025	4082	842629005987	36	1	VLOUR W CRCH JKT 9/30 BLUE XL	BLUE	XLarge	12	1	C12610	0993	48

Number of Line Items 4
Total Extended Line 3,240.00
um

Total Order Qt 300.0

P 00924



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Received from: Mervyns
Date and time: 9/17/2005 3:29:02 AM

Purchase Order

Trans Control No	101276686	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-8828616
PO Date	08/30/2005	Department No	962
Vendor No	0068423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date/Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	09/28/2005	Ship/Deliver Not After	09/30/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0996
Ship to Store Name		Ship to Code	0996
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

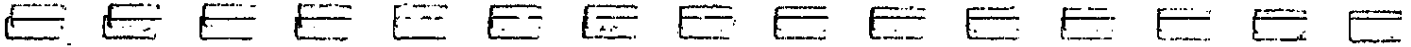
Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	156	Each	10.8	Wholesale Price per Each	962881022	4082	842629005956	36	1	VLOUR W CRCH JKT 9/30 BLUE S	BLUE	SMALL	12	1	C12610	0996	156
2	312	Each	10.8	Wholesale Price per Each	962881023	4082	842629005963	36	1	VLOUR W CRCH JKT 9/30 BLUE M	BLUE	Medium	12	1	C12610	0996	312
3	324	Each	10.8	Wholesale Price per Each	962881024	4082	842629005970	36	1	VLOUR W CRCH JKT 9/30 BLUE L	BLUE	Large	12	1	C12610	0996	324
4	156	Each	10.8	Wholesale Price per Each	962881025	4082	842629005987	36	1	VLOUR W CRCH JKT 9/30 BLUE XL	BLUE	XLarge	12	1	C12610	0996	156

Number of Line Items 4
Total Extended Line 10,238.40
m

Total Order Qty 948.0

00926

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Received from: Mervyns
Date and time: 9/17/2005 3:29:02 AM

Purchase Order

Trans Control No	101276886	Trans Type	Original
PO Type	Delivery Order	PO Number	0982-6828616
PO Date	08/30/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date/Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	09/26/2005	Ship/Deliver Not After	09/30/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0997
Ship to Store Name		Ship to Code	0997
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	156	Each	10.8	Wholesale Price per Each	962881022	4082	842629005956	36	1	VLOUR W CRCH JKT 9/30 BLUE S	BLUE	SMALL	12	1	C12610	0997	156
2	300	Each	10.8	Wholesale Price per Each	962881023	4082	842629005963	36	1	VLOUR W CRCH JKT 9/30 BLUE M	BLUE	Medium	12	1	C12610	0997	300
3	300	Each	10.8	Wholesale Price per Each	962881024	4082	842629005970	36	1	VLOUR W CRCH JKT 9/30 BLUE L	BLUE	Large	12	1	C12610	0997	300
4	156	Each	10.8	Wholesale Price per Each	962881025	4082	842629005987	36	1	VLOUR W CRCH JKT 9/30 BLUE XL	BLUE	XLarge	12	1	C12610	0997	156

Number of Line Items 4
Total Extended Line 9,849.60
um

Total Order Qt 912.0

P 00928



Received from: Mervyns
Date and time: 8/30/2005 4:28:16 PM

Purchase Order

Trans Control No 101262098
PO Type Blanket Order
PO Date 08/30/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 09/26/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-5828919
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 09/30/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0911
Ship to Code 0911
Ship to Store City
Ship to Store Zipcode
Release No

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No
1	600	Each	14.5	Wholesale Price per Each	962881002	422	842629004904	42	1	BLKWHT STRP JKT 9/30 S	BLACK WHITE	SMALL	12	1	C12610	0911
2	1200	Each	14.5	Wholesale Price per Each	962881003	422	842629004911	42	1	BLKWHT STRP JKT 9/30 M	BLACK WHITE	Medium	12	1	C12610	0911
3	1200	Each	14.5	Wholesale Price per Each	962881004	422	842629004928	42	1	BLKWHT STRP JKT 9/30 L	BLACK WHITE	Large	12	1	C12610	0911
4	600	Each	14.5	Wholesale Price per Each	962881005	422	842629004935	42	1	BLKWHT STRP JKT 9/3 XL	BLACK WHITE	XLarge	12	1	C12610	0911
5	564	Each	9.25	Wholesale Price per Each	962881014	442	842629006038	28	1	NATRL V NK SHLL 9/30 S	NATURAL	SMALL	12	1	C12610	0911
6	1128	Each	9.25	Wholesale Price per Each	962881015	442	842629006045	28	1	NATRL V NK SHLL 9/30 M	NATURAL	Medium	12	1	C12610	0911
7	1128	Each	9.25	Wholesale Price per Each	962881016	442	842629006052	28	1	NATRL V NK SHLL 9/30 L	NATURAL	Large	12	1	C12610	0911
8	564	Each	9.25	Wholesale Price per Each	962881017	442	842629006069	28	1	NATRL V NK SHLL 9/30 XL	NATURAL	XLarge	12	1	C12610	0911

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P. 00931

received from: Mervyns
date and time: 9/21/2005 3:28:17 AM

Purchase Order

Trans Control No 101280307
PO Type Delivery Order
PO Date 08/30/2005
Vendor No 0066423
Promotion Code
Guest Contact
POB Descr COMPTON CA
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 09/26/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-6528919
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 09/30/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0986
Ship to Code 0986
Ship to Store City
Ship to Store Zipcode
Release No 0001

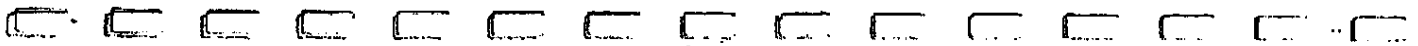
Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	SI N C
1	96	Each	14.5	Wholesale Price per Each	962881002	422	842629004904	42	1	BLKWHT STRP JKT 9/30 S	BLACK WHITE	SMALL	12	1	C12610	0986	96
2	216	Each	14.5	Wholesale Price per Each	962881003	422	842629004911	42	1	BLKWHT STRP JKT 9/30 M	BLACK WHITE	Medium	12	1	C12610	0986	21
3	216	Each	14.5	Wholesale Price per Each	962881004	422	842629004928	42	1	BLKWHT STRP JKT 9/30 L	BLACK WHITE	Large	12	1	C12610	0986	21
4	84	Each	14.5	Wholesale Price per Each	962881005	422	842629004935	42	1	BLKWHT STRP JKT 9/3 XL	BLACK WHITE	XLarge	12	1	C12610	0986	84
5	96	Each	9.25	Wholesale Price per Each	962881014	442	842629006038	28	1	NATRL V NK SHLL 9/30 S	NATURAL	SMALL	12	1	C12610	0986	96
6	216	Each	9.25	Wholesale Price per Each	962881015	442	842629006045	28	1	NATRL V NK SHLL 9/30 M	NATURAL	Medium	12	1	C12610	0986	21
7	216	Each	9.25	Wholesale Price per Each	962881016	442	842629006052	28	1	NATRL V NK SHLL 9/30 L	NATURAL	Large	12	1	C12610	0986	21
8	72	Each	9.25	Wholesale Price per Each	962881017	442	842629006069	28	1	NATRL V NK SHLL 9/30 XL	NATURAL	XLarge	12	1	C12610	0986	72

Number of Line Items 8

Total Order Qt

1212.0

P 00932



Total Extended Line 14,424.00
Am

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Received from: Mervyns
 Date and time: 9/21/2005 3:28:17 AM

Purchase Order

Trans Control No 101280307
 Order Type Delivery Order
 Order Date 08/30/2005
 Order No 0068423
 Promotion Code
 Guest Contact
 Order Descr COMPTON CA
 Special Order Type
 Terms Basis Date Type Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not After 09/26/2005
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-6828919
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 09/30/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0993
 Ship to Code 0993
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Line No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 2
108	Each	14.5	Wholesale Price per Each	962881002	422	842629004904	42	1	1	BLKWHT STRP JKT 9/30 S	BLACK WHITE	SMALL	12	1	C12610	0993	10
240	Each	14.5	Wholesale Price per Each	962881003	422	842629004911	42	1	1	BLKWHT STRP JKT 9/30 M	BLACK WHITE	Medium	12	1	C12610	0993	24
240	Each	14.5	Wholesale Price per Each	962881004	422	842629004928	42	1	1	BLKWHT STRP JKT 9/30 L	BLACK WHITE	Large	12	1	C12610	0993	24
108	Each	14.5	Wholesale Price per Each	962881005	422	842629004935	42	1	1	BLKWHT STRP JKT 9/3 XL	BLACK WHITE	XLarge	12	1	C12610	0993	10
108	Each	9.25	Wholesale Price per Each	962881014	442	842629006038	28	1	1	NATRL V NK SHLL 9/30 S	NATURAL	SMALL	12	1	C12610	0993	10
216	Each	9.25	Wholesale Price per Each	962881016	442	842629006045	28	1	1	NATRL V NK SHLL 9/30 M	NATURAL	Medium	12	1	C12610	0993	21
216	Each	9.25	Wholesale Price per Each	962881016	442	842629006052	28	1	1	NATRL V NK SHLL 9/30 L	NATURAL	Large	12	1	C12610	0993	21
108	Each	9.25	Wholesale Price per Each	962881017	442	842629006069	28	1	1	NATRL V NK SHLL 9/30 XL	NATURAL	XLarge	12	1	C12610	0993	10

Total Extended Line 16,086.00
Am

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P 00935

Involved unit: Mervyns
Date and time: 9/21/2005 3:28:17 AM

Purchase Order

Trans Control No 101280307
PO Type Delivery Order
PO Date 08/30/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 09/26/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-6828919
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 09/30/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0996
Ship to Code 0996
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	SI N C
1	156	Each	14.5	Wholesale Price per Each	962881002	422	842629004904	42	1	BLKWHT STRP JKT 9/30 S	BLACK WHITE	SMALL	12	1	C12610	0996	15
2	348	Each	14.5	Wholesale Price per Each	962881003	422	842629004911	42	1	BLKWHT STRP JKT 9/30 M	BLACK WHITE	Medium	12	1	C12610	0996	34
3	360	Each	14.5	Wholesale Price per Each	962881004	422	842629004928	42	1	BLKWHT STRP JKT 9/30 L	BLACK WHITE	Large	12	1	C12610	0996	36
4	168	Each	14.5	Wholesale Price per Each	962881005	422	842629004935	42	1	BLKWHT STRP JKT 9/3 XL	BLACK WHITE	XLarge	12	1	C12610	0996	16
5	132	Each	9.25	Wholesale Price per Each	962881014	442	842629006038	28	1	NATRL V NK SHLL 9/30 S	NATURAL	SMALL	12	1	C12610	0996	13
6	336	Each	9.25	Wholesale Price per Each	962881015	442	842629006045	28	1	NATRL V NK SHLL 9/30 M	NATURAL	Medium	12	1	C12610	0996	33
7	336	Each	9.25	Wholesale Price per Each	962881016	442	842629006052	28	1	NATRL V NK SHLL 9/30 L	NATURAL	Large	12	1	C12610	0996	33
8	168	Each	9.25	Wholesale Price per Each	962881017	442	842629006069	28	1	NATRL V NK SHLL 9/30 XL	NATURAL	XLarge	12	1	C12610	0996	16

Number of Line Items 8

Total Order Qty

1992.0

P 00936



Total Extended Line 23,844.00
Am

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P 00937

Received from: Mervyns
Date and time: 9/21/2005 3:28:17 AM

Purchase Order

Trans Control No 101280307
PO Type Delivery Order
PO Date 08/30/2005
Vendor No 0068423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 09/28/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-8828919
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 09/30/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0997
Ship to Code 0997
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	SI N C
1	240	Each	14.5	Wholesale Price per Each	962881002	422	842629004904	42	1	BLKWHT STRP JKT 9/30 S	BLACK WHITE	SMALL	12	1	C12610	0997	2c
2	396	Each	14.5	Wholesale Price per Each	962881003	422	842629004911	42	1	BLKWHT STRP JKT 9/30 M	BLACK WHITE	Medium	12	1	C12610	0997	3c
3	384	Each	14.5	Wholesale Price per Each	962881004	422	842629004928	42	1	BLKWHT STRP JKT 9/30 L	BLACK WHITE	Large	12	1	C12610	0997	3c
4	240	Each	14.5	Wholesale Price per Each	962881005	422	842629004935	42	1	BLKWHT STRP JKT 9/3 XL	BLACK WHITE	XLarge	12	1	C12610	0997	2c
5	228	Each	9.25	Wholesale Price per Each	962881014	442	842629006038	28	1	NATRL V NK SHLL 9/30 S	NATURAL	SMALL	12	1	C12610	0997	2c
3	360	Each	9.25	Wholesale Price per Each	962881015	442	842629006045	28	1	NATRL V NK SHLL 9/30 M	NATURAL	Medium	12	1	C12610	0997	3c
7	360	Each	9.25	Wholesale Price per Each	962881016	442	842629006052	28	1	NATRL V NK SHLL 9/30 L	NATURAL	Large	12	1	C12610	0997	3c
1	228	Each	9.25	Wholesale Price per Each	962881017	442	842629006069	28	1	NATRL V NK SHLL 9/30 XL	NATURAL	XLarge	12	1	C12610	0997	2c

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P 00939

Received from: Mervyns
Date and time: 7/1/2005 3:28:06 AM

Purchase Order

Trans Control No 101213149
PO Type Delivery Order
PO Date 06/28/2005
Vendor No 0068423
Promotion Code
Guest Contact
FOB Descr AZUSA CA
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 07/18/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-7545844
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 07/21/2005

Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0986
Ship to Code 0986
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No Q1
1	624	Each	12.5	Wholesale Price per Each	962881106	108	872182008453	36	1	LS CRTA EMB TOP 7/15 TURQ SLD	TURQUOISE		1	12	C12610	0986	624

Number of Line Items 1
Total Extended Line 7,800.00
m

Total Order Qt 624.0

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Received from: Mervyns
Date and time: 7/1/2005 3:28:06 AM

Purchase Order

Trans Control No 101213149
PO Type Delivery Order
PO Date 06/28/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr AZUSA CA
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 07/18/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0062-7545644 -
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 07/21/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0993
Ship to Code 0993
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No Qt
1	336	Each	12.5	Wholesale Price per Each	962881106	108	872182008453	36	1	LS CRTA EMB TOP 7/15 TURQ SLD	TURQUOISE		1	12	C12610	0993	336

Number of Line Items 1
Total Extended Line 4,200.00
Am

Total Order Qt 336.0

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P 00941

Received from: Mervyns
Date and time: 7/1/2005 3:28:06 AM

Purchase Order

Trans Control No 101213149
PO Type Delivery Order
PO Date 06/28/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr AZUSA CA
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 07/18/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0662-7545644
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 07/21/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0996
Ship to Code 0996
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Sto No Qt
1	768	Each	12.5	Wholesale Price per Each	962881106	108	872182008453	36	1	LS CRTA EMB TOP 7/15 TURQ SLD	TURQUOISE		1	12	C12610	0996	768

Number of Line Items 1
Total Extended Line 9,600.00
Am

Total Order Qt 768.0

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P 00942

Received from: Mervyns
 Date and time: 7/1/2005 3:28:06 AM

Purchase Order

Trans Control No 101213149
 O Type Delivery Order
 O Date 06/28/2005
 Vendor No 0068423

Promotion Code
 Guest Contact
 DB Descr AZUSA CA

Special Order Type
 Terms Basis Date Type Delivery Date
 Terms Disc Days Due

Ship/Deliver Not After 07/18/2005

Promotion Start
 Routing Code USE READY TO SHIP WEB

Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-7545644
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 07/21/2005

Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0997
 Ship to Code 0997
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No Qt
672	Each	12.5	Wholesale Price per Each	982881106	108	872182008453	36	1	LS CRTA EMB TOP 7/15 TURQ SLD	TURQUOISE		1	12	C12610	0997	672

Number of Line Items 1
 Total Extended Line 8,400.00

Total Order Qt 672.0

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P 00943

Received from: Mervyns
Date and time: 7/7/2005 2:08:04 PM

Purchase Order

Trans Control No 101217112
PO Type Blanket Order
PO Date 07/07/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr MIAMI FL
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 08/01/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-7708860
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 08/05/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0911
Ship to Code 0911
Ship to Store City
Ship to Store Zipcode
Release No

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	1200	Each	10.75	Wholesale Price per Each	962881117	182	842629000111	34	1	BLK BNGALINE PANT 7/30 3-13	BLACK		1	12	C12810	0911	1200

Number of Line Items 1
Total Extended Line 12,900.00
am

Total Order Qt 1200.0

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P 00944

Received from: Mervyns
Date and time: 7/12/2005 3:28:17 AM

Purchase Order

Trans Control No	101220609	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-7708860
PO Date	07/07/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	MIAMI FL	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date/Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	08/01/2005	Ship/Deliver Not After	08/06/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0986
Ship to Store Name		Ship to Code	0986
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	336	Each	10.75	Wholesale Price per Each	962881117	182	842629000111	34	1	BLK BNGALINE PANT 7/30 3-13	BLACK		1	12	C12810	0986	336

Number of Line Items 1
Total Extended Line 3,612.00
m

Total Order Qt 336.0

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P 00945

Received from: Mervyns
Date and time: 7/12/2005 3:28:17 AM

Purchase Order

Trans Control No	101220809	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-7708860
PO Date	07/07/2005	Department No	962
Vendor No	0066423	Vendpr Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	MIAMI FL	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis DateType Delivery Date		Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	08/01/2005	Ship/Deliver Not After	08/05/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0993
Ship to Store Name		Ship to Code	0993
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Unit Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	168	Each	10.75	Wholesale Price per Each	962881117	182	842829000111	34	1	BLK BNGALINE PANT 7/30 3-13	BLACK		1	12	C12610	0993	168

Number of Line Items 1
Total Extended Line 1,808.00
un

Total Order Qt 168.0

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P 00946

Received from: Mervyns
Date and time: 7/12/2005 3:28:17 AM

Purchase Order

Trans Control No 101220609
PO Type Delivery Order
PO Date 07/07/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr MIAMI FL
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 08/01/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type - Original
PO Number 0962-7708860
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 08/05/2005

Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0996
Ship to Code 0996
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Base Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	432	Each	10.75	Wholesale Price per Each	962881117	182	842629000111	34	1	BLK BNGALINE PANT 7/30 3-13	BLACK		1	12	C12610	0996	432

Number of Line Items 1
Total Extended Line 4,644.00
Am

Total Order Qt 432.0

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P 00947

Received from: Mervyns
 Date and time: 7/12/2005 3:28:17 AM

Purchase Order

Trans Control No	101220609	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-7708860
PO Date	07/07/2005	Department No	962
Vendor No	0068423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		PQB Point	Origin
PO Descr	MIAMI FL	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	08/01/2005	Ship/Deliver Not After	08/05/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0997
Ship to Store Name		Ship to Code	0997
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln	Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	264	Each	10.75	Wholesale Price per Each	962881117	182	842629000111	34	1	BLK BNGALINE PANT 7/30 3-13	BLACK		1	12	C12610	0997	264

Number of Line Items 1
 Total Extended Line 2,838.00
 m

Total Order Qty 264.0

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P 00948

Received from: Mervyns
Date and time: 7/1/2005 3:28:45 AM

Purchase Order

Trans Control No 101213153
PO Type Delivery Order
PO Date 06/28/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr AZUSA CA
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not 07/08/2005
before
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-8006122
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 07/14/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0986
Ship to Code 0986
Ship to Store City
Ship to Store Zipcode
Release No 0001

Line No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
864	Each	14.5	Wholesale Price per Each	962881111	123	872182008811	40	1	1	STRCH DENIM JEAN 7/15 DENIM SLD	DENIM		1	12	C12610	0986	864

Number of Line Items 1
Total Extended Line 12,528.00
n

Total Order Qty 864.0

This data set was generated by DItrans(TM) of DIcentral Corporation

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P 00949

Received from: Mervyns
 Date and time: 7/1/2005 3:28:45 AM

Purchase Order

Trans Control No	101213153	Trans Type	Original
Order Type	Delivery Order	PO Number	0962-8006122
Order Date	06/28/2005	Department No	962
Order No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Best Contact		FOB Point	Origin
Order Descr	AZUSA CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not After	07/08/2005	Ship/Deliver Not After	07/14/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0993
Ship to Store Name		Ship to Code	0993
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
444	Each	14.5	Wholesale Price per Each	962881111	123	872182008811	40	1	STRCH DENIM JEAN 7/15 DENIM SLD	DENIM		1	12	C12610	0993	444

Number of Line Items 1
 Total Extended Line 6,438.00
 n

Total Order Qt 444.0

This data set was generated by Ditrans(TM) of Dicentral Corporation

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P 00950

Received from: Mervyns
Date and time: 7/1/2005 3:28:45 AM

Purchase Order

Trans Control No	101213153	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-8008122
PO Date	06/28/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	AZUSA CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	07/08/2005	Ship/Deliver Not After	07/14/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0996
Ship to Store Name		Ship to Code	0996
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
840	Each	14.5	Wholesale Price per Each	962881111	123	872182008811	40	1	1	STRCH DENIM JEAN 7/15 DENIM SLD	DENIM		1	12	C12610	0996	840

Number of Line Items 1
Total Extended Line 12,180.00
m

Total Order Qt 840.0

This data set was generated by Ditrans(TM) of Dlcentral Corporation

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P 00951

Received from: Mervyns
 Date and time: 7/1/2005 3:28:45 AM

Purchase Order

Trans Control No 101213153
 PO Type Delivery Order
 PO Date 06/28/2005
 Vendor No 0066423
 Promotion Code
 Guest Contact
 FOB Descr AZUSA CA
 Special Order Type
 Terms Basis Date Type Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not before 07/08/2005
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-8006122
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 07/14/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0997
 Ship to Code 0997
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Line No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	876	Each	14.5	Wholesale Price per Each	962881111	123	872182008811	40	1	STRCH DENIM JEAN 7/15 DENIM SLD	DENIM		1	12	C12610	0997	876

Number of Line Items 1
 Total Extended Line 12,702.00
 n

Total Order Qt 876.0

This data set was generated by Ditrans(TM) of Dicentral Corporation

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P 00952

Received from: Mervyns
 Date and time: 7/1/2005 3:28:46 AM

Purchase Order

Trans Control No 101213154
 PO Type Delivery Order
 PO Date 06/28/2005
 Vendor No 0066423
 Promotion Code
 Guest Contact
 OB Descr AZUSA CA
 Special Order Type
 Terms Basis Date Type Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not Before 07/18/2005
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-8029224
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 07/21/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0986
 Ship to Code 0986
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Ln to	Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	624	Each	12	Wholesale Price per Each	962881113	103	872182009054	36	1	BLK CHIFFON SKIRT 7-15 XS-L	BLACK		1	12	C12610	0986	624

Number of Line Items 1
 Total Extended Line 7,488.00
 m

Total Order Qt 624.0

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P 00953

Received from: Mervyns
 Date and time: 7/1/2005 3:28:46 AM

Purchase Order

Order Control No	101213154	Trans Type	Original
Order Type	Delivery Order	PO Number	0962-8029224
Order Date	06/28/2005	Department No	962
Order No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Order Code		Guest Name	
Order Contact		FOB Point	Origin
Order Descr	AZUSA CA	Sale Req Type	No Back Order
Order Type		Terms Type	Basic
Order Basis Date Type	Delivery Date	Terms Disc Percent	
Order Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Order Ship/Deliver Not After	07/18/2005	Ship/Deliver Not After	07/21/2005
Order Start		Routing Code Type	Assign by Buyer
Order Code	USE READY TO SHIP WEB	Transport Type	
Order Instruction Type		Instruction	
Order Buyer Name		Buyer Store No	0993
Order Ship to Store Name		Ship to Code	0993
Order Ship to Store Address		Ship to Store City	
Order Ship to Store State		Ship to Store Zipcode	
Order Terms Net Days		Release No	0001
Order Mervyn PO Type	POST-DISTRO		

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No.	Vendor Style No	UPC Code	Retail Price	Unit Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
348	Each	12	Wholesale Price per Each	962881113	103	872182009054	36	1	BLK CHIFFON SKIRT 7-15 XS-L	BLACK		1	12	C12810	0993	348

Number of Line Items 1
 Total Extended Line 4,176.00
 n

Total Order Qty 348.0

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P 00954

Received from: Mervyns
Date and time: 7/1/2005 3:28:46 AM

Purchase Order

Trans Control No	101213154	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-8029224
PO Date	06/28/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
POB Descr	AZUSA CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	07/18/2005	Ship/Deliver Not After	07/21/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0896
Ship to Store Name		Ship to Code	0896
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Unit Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	720	Each	12	Wholesale Price per Each	962881113	103	872182009054	36	1	BLK CHIFFON SKIRT 7-15 XS-L	BLACK		1	12	C12810	0896	720

Number of Line Items 1
Total Extended Line 8,640.00
m

Total Order Qty 720.0

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P 00955

Received from: Mervyns
Date and time: 7/1/2005 3:28:46 AM

Purchase Order

Trans Control No	101213154	Trans Type	Original
PO Type	Delivery Order	PO Number	0982-8029224
PO Date	06/28/2005	Department No	982
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	AZUSA CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	07/18/2005	Ship/Deliver Not After	07/21/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0997
Ship to Store Name		Ship to Code	0997
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	708	Each	12	Wholesale Price per Each	962881113	103	872182009054	36	1	BLK CHIFFON SKIRT 7-15 XS-L	BLACK		1	12	C12610	0997	708

Number of Line Items 1
Total Extended Line 8,498.00
m

Total Order Qt 708.0

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P 00956

Received from: Mervyns
 Date and time: 8/5/2005 6:08:03 PM

Purchase Order

Trans Control No 101242853
 PO Type Blanket Order
 PO Date 08/05/2005
 Vendor No 0066423
 Promotion Code
 Guest Contact
 FOB Descr COMPTON CA
 Special Order Type
 Terms Basis Date Type Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not Before 08/25/2005
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-8619083
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 08/30/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0911
 Ship to Code 0911
 Ship to Store City
 Ship to Store Zipcode
 Release No

Ln	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	600	Each	13.5	Wholesale Price per Each	962881142	17500	872182007579	42	1	CTN TWL JKT 8/30 KHAQI S	KHAQI	SMALL	12	1	C12610	0911	600
	1200	Each	13.5	Wholesale Price per Each	962881143	17500	872182007586	42	1	CTN TWL JKT 8/30 KHAQI M	KHAQI	Medium	12	1	C12610	0911	1200
	1200	Each	13.5	Wholesale Price per Each	962881144	17500	872182007593	42	1	CTN TWL JKT 8/30 KHAQI L	KHAQI	Large	12	1	C12610	0911	1200
	600	Each	13.5	Wholesale Price per Each	962881145	17500	872182007609	42	1	CTN TWL JKT 8/30 KHAQI XL	KHAQI	XLarge	12	1	C12610	0911	600

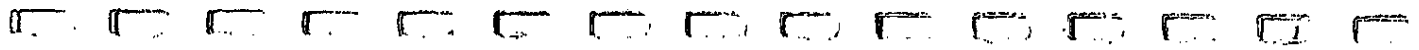
Number of Line Items 4
 Total Extended Line 48,600.00
 n

Total Order Qty 3600.0

P 00957

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Received from: Mervyns
 Date and time: 8/11/2005 3:28:09 AM

Purchase Order

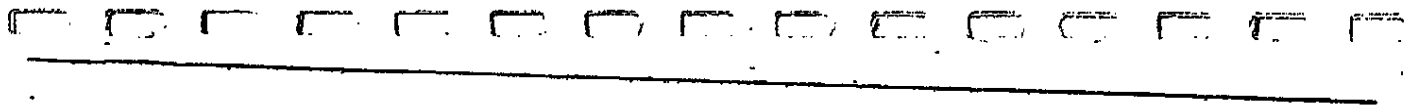
Trans Control No	101246455	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-8619083
PO Date	08/05/2005	Department No	962
Vendor No	0086423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not before	08/25/2005	Ship/Deliver Not After	08/30/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0986
Ship to Store Name		Ship to Code	0986
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
168	Each	13.5	Wholesale Price per Each	962881142	17500	872182007579	42	1	CTN TWL JKT 8/30 KHAKI S	KHAKI	SMALL	12	1	C12610	0986	168	
348	Each	13.5	Wholesale Price per Each	962881143	17500	872182007586	42	1	CTN TWL JKT 8/30 KHAKI M	KHAKI	Medium	12	1	C12610	0986	348	
348	Each	13.5	Wholesale Price per Each	962881144	17500	872182007593	42	1	CTN TWL JKT 8/30 KHAKI L	KHAKI	Large	12	1	C12610	0986	348	
180	Each	13.5	Wholesale Price per Each	962881145	17500	872182007609	42	1	CTN TWL JKT 8/30 KHAKI XL	KHAKI	XLarge	12	1	C12610	0986	180	

Number of Line Items 4
 Total Extended Line 14,094.00
 n

Total Order Qty 1044.0

P 00959



P 00960

Received from: Mervyns
 Date and time: 8/11/2005 3:28:09 AM

Purchase Order

Trans Control No	101246455	Trans Type	Original
Order Type	Delivery Order	PO Number	0962-8619083
Order Date	08/05/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Best Contact		FOB Point	Origin
OB Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	08/25/2005	Ship/Deliver Not After	08/30/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0993
Ship to Store Name		Ship to Code	0993
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

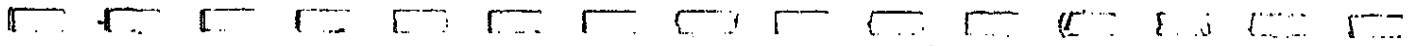
Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
96	Each	13.5	Wholesale Price per Each	962881142	17500	872182007579	42	1	CTN TWL JKT 8/30 KHAKE S	KHAKI	SMALL	12	1	C12610	0993	96
180	Each	13.5	Wholesale Price per Each	962881143	17500	872182007586	42	1	CTN TWL JKT 8/30 KHAKE M	KHAKI	Medium	12	1	C12610	0993	180
168	Each	13.5	Wholesale Price per Each	962881144	17500	872182007593	42	1	CTN TWL JKT 8/30 KHAKE L	KHAKI	Large	12	1	C12610	0993	168
84	Each	13.5	Wholesale Price per Each	962881145	17500	872182007609	42	1	CTN TWL JKT 8/30 KHAKE XL	KHAKI	XLarge	12	1	C12610	0993	84

Number of Line Items 4
 Total Extended Line 7,128.00

Total Order Qty 528.0

P 00961

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Received from: Mervyns
Date and time: 8/11/2005 3:28:09 AM

Purchase Order

Trans Control No 101246455
PO Type Delivery Order
PO Date 08/05/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr COMPTON CA

Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due

Ship/Deliver Not Before 08/25/2005

Promotion Start

Routing Code USE READY TO SHIP WEB

Instruction Type

Buyer Name

Ship to Store Name

Ship to Store Address

Ship to Store State

Terms Net Days

Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-8619083
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 08/30/2005

Routing Code Type Assign by Buyer

Transport Type

Instruction

Buyer Store No 0996

Ship to Code 0996

Ship to Store City

Ship to Store Zipcode

Release No 0001

Line No	Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Deser	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
180	Each	13.5	Wholesale Price per Each	962881142	17500	872182007579	42	1	CTN TWL JKT 8/30 KHAKI S	KHAKI	SMALL	12	1	C12610	0996	180	
372	Each	13.5	Wholesale Price per Each	962881143	17500	872182007586	42	1	CTN TWL JKT 8/30 KHAKI M	KHAKI	Medium	12	1	C12610	0996	372	
372	Each	13.5	Wholesale Price per Each	962881144	17500	872182007593	42	1	CTN TWL JKT 8/30 KHAKI L	KHAKI	Large	12	1	C12610	0996	372	
180	Each	13.5	Wholesale Price per Each	962881145	17500	872182007609	42	1	CTN TWL JKT 8/30 KHAKI XL	KHAKI	XLarge	12	1	C12610	0996	180	

Number of Line Items 4

Total Extended Line 14,904.00

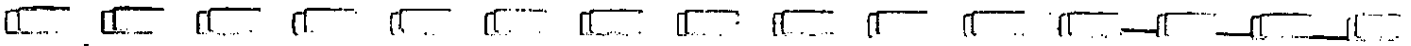
Total Order Qty

1104.0

P 00963

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Received from: Mervyns
 Date and time: 8/10/2005 10:08:43 AM

Purchase Order

PO Control No	101245647	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-9330812
PO Date	08/08/2005	Department No	962
PO Order No	0066423	Vendor Name	GREAT WHITE BEAR LLC
PO Motion Code		Guest Name	
PO Test Contact		FOB Point	Origin
POB Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%VH
Ship/Deliver Not After	08/25/2005	Ship/Deliver Not After	08/30/2005
PO Motion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0997
Ship to Store Name		Ship to Code	0997
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
924	Each	14.5	Wholesale Price per Each	962881114	241	842629000173	40	1	LT WSH DENIM WRHNSTN 7/30	LIGHT DENIM		1	12	C12610	0997	924

Number of Line Items 1
 Total Extended Line 13,398.00

Total Order Qty 924.0

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P 00991

Received from: Mervyns
 Date and time: 7/6/2005 8:08:07 PM

Purchase Order

Order Control No 101216463
 Order Type Blanket Order
 Order Date 07/06/2005
 Order No 0066423
 Promotion Code
 Order Contact
 Order Descr COMPTON CA
 Order Type
 Order Basis Date Type Delivery Date
 Order Disc Days Due
 Ship/Deliver Not After 07/25/2005
 Order Start
 Order Code USE READY TO SHIP WEB
 Order Type
 Order Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Order Net Days
 Order PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-9413282
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sales Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 07/29/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0911
 Ship to Code 0911
 Ship to Store City
 Ship to Store Zipcode
 Release No

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Unit Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
3600	Each	9	Wholesale Price per Each	962881116	210	842629000234	28	1	WVN CAMI TNK TOP 7/30 S- XL	OFF WHITE		1	12	C12610	0911	3600

Number of Line Items 1
 Total Extended Line 32,400.00
 1

Total Order Qty 3600.0

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P 00992

Received from: Mervyns
 Date and time: 7/12/2005 3:28:19 AM

Purchase Order

Trans Control No	101220647	Trans Type	Original
Order Type	Delivery Order	PO Number	0962-9413282
Order Date	07/06/2005	Department No	962
Order No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
DB Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not After	07/25/2005	Ship/Deliver Not After	07/29/2005
Promotion Start		Routing Code Type	Assign by Buyer
Outgoing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0986
Ship to Store Name		Ship to Code	0986
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

no	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	984	Each	9	Wholesale Price per Each	962881116	210	842629000234	28	1	WVN CAMI TNK TOP 7/30 S- XL	OFF WHITE		1	12	C12810	0986	984

Number of Line Items 1
 Total Extended Line 8,866.00
 11

Total Order Qty 984.0

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P 00993

MERVYN'S size breaks for 7/30 delivery

RAMPAGE div. of GREAT WHITE BEAR, LLC

STYLE#	DESCRIPTION	COLOR	UNITS	SIZES	BREAKS
#109 B	jacquard jacket	lt. turq	3,600 pcs	XS,S,M,L	1-2-2-1=6pcs
#123	pants	denim light wash	2,484 pcs	3 to 13	1-2-3-3-2-1=12pcs
#182	pants	bengaline black	4,200 pcs	3 to 13	1-2-3-3-2-1=12pcs
#201	pants	denim denim	972 pcs	3 to 13	1-2-3-3-2-1=12pcs
#210	tops woven camisole	off white	3,600 pcs	XS,S,M,L	1-2-2-1=6P
#221	tops	lace white	2,400 pcs	XS,S,M,L	1-2-2-1=6pcs
#115	tops knit 1x1 w/face	white	2,400 pcs	XS,S,M,L	1-2-2-1=6pcs

P.O's

19,656 UNITS

P. 01587

Commitments

872182009337	4 PKT. DRAWSTRING PANT	107	DENIM	405	3	30103
872182009344	4 PKT. DRAWSTRING PANT	107	DENIM	405	6	30106
872182009361	4 PKT. DRAWSTRING PANT	107	DENIM	405	7	30107
872182009368	4 PKT. DRAWSTRING PANT	107	DENIM	405	9	30109
872182009375	4 PKT. DRAWSTRING PANT	107	DENIM	405	11	30111
872182009382	4 PKT. DRAWSTRING PANT	107	DENIM	405	13	30113
872182009405	STRETCH DENIM JACKET	101	DENIM	405	XSMALL	33901
872182009412	STRETCH DENIM JACKET	101	DENIM	405	SMALL	33902
872182009429	STRETCH DENIM JACKET	101	DENIM	405	MEDIUM	33903
872182009436	STRETCH DENIM JACKET	101	DENIM	405	LARGE	33904

P-01516

Commitments

872182008986	RHSTONE DEN. PANT	122	DENIM	405	3	30103
872182009009	RHSTONE DEN. PANT	122	DENIM	405	5	30105
872182009016	RHSTONE DEN. PANT	122	DENIM	405	7	30107
872182009023	RHSTONE DEN. PANT	122	DENIM	405	9	30109
872182009030	RHSTONE DEN. PANT	122	DENIM	405	11	30111
872182009047	RHSTONE DEN. PANT	122	DENIM	405	13	30113
872182009054	CHIFFON SOLID SKIRT	103	BLACK	001	XSMALL	33901
872182009061	CHIFFON SOLID SKIRT	103	BLACK	001	SMALL	33902
872182009078	CHIFFON SOLID SKIRT	103	BLACK	001	MEDIUM	33903
872182009085	CHIFFON SOLID SKIRT	103	BLACK	001	LARGE	33904
872182009092	3 BUTTON PANT	113	BLACK	001	3	30103
872182009108	3 BUTTON PANT	113	BLACK	001	5	30105
872182009115	3 BUTTON PANT	113	BLACK	001	7	30107
872182009122	3 BUTTON PANT	113	BLACK	001	9	30109
872182009139	3 BUTTON PANT	113	BLACK	001	11	30111
872182009146	3 BUTTON PANT	113	BLACK	001	13	30113
872182009153	DIAGONAL PKT PANT	119	BROWN	200	3	30103
872182009160	DIAGONAL PKT PANT	119	BROWN	200	5	30105
872182009177	DIAGONAL PKT PANT	119	BROWN	200	7	30107
872182009184	DIAGONAL PKT PANT	119	BROWN	200	9	30109
872182009191	DIAGONAL PKT PANT	119	BROWN	200	11	30111
872182009207	DIAGONAL PKT PANT	119	BROWN	200	13	30113
872182009221	S.B. 3 BUTTON JACKET	120	BLACK	001	XSMALL	33901
872182009238	S.B. 3 BUTTON JACKET	120	BLACK	001	SMALL	33902
872182009245	S.B. 3 BUTTON JACKET	120	BLACK	001	MEDIUM	33903
872182009252	S.B. 3 BUTTON JACKET	120	BLACK	001	LARGE	33904
872182009276	PANT W/BELT	118	BLACK	001	3	30103
872182009283	PANT W/BELT	118	BLACK	001	5	30105
872182009290	PANT W/BELT	118	BLACK	001	7	30107
872182009306	PANT W/BELT	118	BLACK	001	9	30109
872182009313	PANT W/BELT	118	BLACK	001	11	30111
872182009320	PANT W/BELT	118	BLACK	001	13	30113

P. 01515

Commitments

872182008613	PUP LACE TOP	115	TURQUOISE	440	XSMALL	33901
872182008620	PUP LACE TOP	115	TURQUOISE	440	SMALL	33902
872182008637	PUP LACE TOP	115	TURQUOISE	440	MEDIUM	33903
872182008644	PUP LACE TOP	115	TURQUOISE	440	LARGE	33904
872182008651	PUP LACE TOP	115	WHITE	100	XSMALL	33901
872182008668	PUP LACE TOP	115	WHITE	100	SMALL	33902
872182008675	PUP LACE TOP	115	WHITE	100	MEDIUM	33903
872182008682	PUP LACE TOP	115	WHITE	100	LARGE	33904
872182008699	5 PKT. CORD. CAPRI PANT	111	TURQUOISE	440	3	30103
872182008705	5 PKT. CORD. CAPRI PANT	111	TURQUOISE	440	5	30105
872182008712	5 PKT. CORD. CAPRI PANT	111	TURQUOISE	440	7	30107
872182008729	5 PKT. CORD. CAPRI PANT	111	TURQUOISE	440	9	30109
872182008736	5 PKT. CORD. CAPRI PANT	111	TURQUOISE	440	11	30111
872182008743	5 PKT. CORD. CAPRI PANT	111	TURQUOISE	440	13	30113
872182008767	CORD. JACKET	105	TURQUOISE	440	XSMALL	33901
872182008774	CORD. JACKET	105	TURQUOISE	440	SMALL	33902
872182008781	CORD. JACKET	105	TURQUOISE	440	MEDIUM	33903
872182008788	CORD. JACKET	105	TURQUOISE	440	LARGE	33904
872182008811	STRETCH DENIM W/BELT	123	DENIM	405	3	30103
872182008828	STRETCH DENIM W/BELT	123	DENIM	405	5	30105
872182008835	STRETCH DENIM W/BELT	123	DENIM	405	7	30107
872182008842	STRETCH DENIM W/BELT	123	DENIM	405	9	30109
872182008859	STRETCH DENIM W/BELT	123	DENIM	405	11	30111
872182008866	STRETCH DENIM W/BELT	123	DENIM	405	13	30113
872182008873	5 PKT. DENIM PANT	201	DENIM	405	3	30103
872182008880	5 PKT. DENIM PANT	201	DENIM	405	5	30105
872182008897	5 PKT. DENIM PANT	201	DENIM	405	7	30107
872182008903	5 PKT. DENIM PANT	201	DENIM	405	9	30109
872182008910	5 PKT. DENIM PANT	201	DENIM	405	11	30111
872182008927	5 PKT. DENIM PANT	201	DENIM	405	13	30113

P.01514

DICECENTRAL CORPORATION

4	72	Each	10.8	Wholesale Price per Each	962880031	506	842629004737	36	1	PINK CROP JKT W RHNSTN XL	PINK	XLarge	12	1	C12610	0986	172
5	60	Each	9.6	Wholesale Price per Each	962880036	506-3	842629004732	32	1	PINK PAINT W RHNSTN S	PINK	SMALL	12	1	C12610	0986	160
6	108	Each	9.6	Wholesale Price per Each	962880037	506-3	842629004732	32	1	PINK PAINT W RHNSTN M	PINK	Medium	12	1	C12610	0986	108
7	120	Each	9.6	Wholesale Price per Each	962880038	506-3	842629004805	32	1	PINK PAINT W RHNSTN L	PINK	Large	12	1	C12610	0986	120
8	72	Each	9.6	Wholesale Price per Each	962880039	506-3	842629004812	32	1	PINK PAINT W RHNSTN XL	PINK	XLarge	12	1	C12610	0986	72

Number of Line Items 8

Total Extended Line Amt 7,473.60

Total Order Qty

732.0

This data set was generated by Ditrans(TM) of Dicecentral Corporation

http://secure3.dicecentral.com/view.asp?id=45674&tbl=in_4_2005&io=I&view=H&own_custid=1060

10/10/2005

P. 00723

Page 2 of 2

GREAT WHITE BEAR, LLC.
1412 BROADWAY, SUITE 1604
NEW YORK NY 10018
TEL: (212) 391-1223 FAX: (212) 391-1425

ORDER CONFIRMATION

ORDER:010068

DATE: Nov 9, 2005

PO #: 7158010

SOLD TO

MER10
MERVYN'S ACCOUNTS PAYABLE
22301 FOOTHILL BLVD
MAIL STOP 3160
HAYWARD, CA 94541

SHIP TO

STORE: 0986 DEPT: 962
MERVYN'S DISTRIBUTION CENTER
1600 EAST PLANO PARKWAY
PLANO, TX 75074

TERMS	SHIP VIA	SEASON	REP1	REP2	START	COMPLETE
N30+ 1%RTV+1%WH	TARGET		HO		Nov 21, 2005	Nov 30, 2005
STYLE	COLOR	SIZES/DESC	PRICE	PIECES	AMOUNT	
701	WHIT	XS S M L XL HALTER TOP W/TRIM FR	9.25	84	777.00	
705	WHIT	XS S M L XL BELL SLEEVE TOP	9.25	144	1332.00	
707	WINE	XS S M L XL TANK TOP W/CHARMUSE	9.25	132	1221.00	
TOTAL OF YOUR ORDER =>				360	3330.00	

P 00724

GREAT WHITE BEAR, LLC.
 1412 BROADWAY, SUITE 1604
 NEW YORK NY 10018
 TEL: (212) 391-1223 FAX: (212) 391-1425

ORDER CONFIRMATION

ORDER: 010068

DATE: Nov 9, 2005
 PO #: 7158010

SOLD TO

MERIO
 MERVYN'S ACCOUNTS PAYABLE
 22301 FOOTHILL BLVD
 MAIL STOP 3160
 HAYWARD, CA 94541

SHIP TO

STORE: 0993 DEPT: 962
 MERVYN'S DISTRIBUTION CENTER
 2455 SOUTH 3600 WEST
 WEST VALLEY, UT 84119

TERMS	SHIP VIA	SEASON	REP1	REP2	START	COMPLETE
N30+1%RTV+1%WH	TARGET		HO		Nov 21, 2005	Nov 30, 2005
STYLE	COLOR	SIZES/DESC	PRICE	PIECES	AMOUNT	
		XS S M L XL				
701	WHIT	HALTER TOP W/TRIM FR	WHITE			
		60 108 108 48	9.25	324	2997.00	
		XS S M L XL				
705	WHIT	BELL SLEEVE TOP	WHITE			
		84 144 156 72	9.25	456	4218.00	
		XS S M L XL				
707	WINE	TANK TOP W/CHARMUESE	WINE			
		84 144 144 72	9.25	444	4107.00	
TOTAL OF YOUR ORDER =>				1224	11322.00	

P 00725

GREAT WHITE BEAR, LLC.

1412 BROADWAY, SUITE 1604

NEW YORK NY 10018

TEL: (212) 391-1223 FAX: (212) 391-1425

ORDER CONFIRMATION

RDER:010068

DATE: Nov 9, 2005

PO #: 7158010

SOLD TO

MER10
 MERVYN'S ACCOUNTS PAYABLE
 22301 FOOTHILL BLVD
 MAIL STOP 3160
 HAYWARD, CA 94541

SHIP TO

STORE: 0996 DEPT: 962
 MERVYN'S DISTRIBUTION CENTER
 1015 VINTAGE AVENUE
 ONTARIO, CA 91761

TERMS	SHIP VIA	SEASON	REP1	REP2	START	COMPLETE
N30+ 1%RTV+1%WH	TARGET		HO		Nov 21, 2005	Nov 30, 2005

STYLE	COLOR	SIZES/DESC					PRICE	PIECES	AMOUNT
		XS	S	M	L	XL			
701	WHIT	HALTER TOP W/TRIM FR					9.25	1008	9324.00
		168	336	324	180				
		XS	S	M	L	XL			
705	WHIT	BELL SLEEVE TOP					9.25	1260	11655.00
		216	408	408	228				
		XS	S	M	L	XL			
707	WINE	TANK TOP W/CHARMUESE					9.25	1272	11766.00
		216	420	408	228				
TOTAL OF YOUR ORDER =>								3540	32745.00

P 00726

GREAT WHITE BEAR, LLC.
 1412 BROADWAY, SUITE 1604
 NEW YORK NY 10018
 TEL: (212) 391-1223 FAX: (212) 391-1425

ORDER CONFIRMATION

ORDER:010068

DATE: Nov 9, 2005
 PO #: 7158010

SOLD TO

MER10
 MERVYN'S ACCOUNTS PAYABLE
 22301 FOOTHILL BLVD
 MAIL STOP 3160
 HAYWARD, CA 94541

SHIP TO

STORE: 0997 DEPT: 962
 MERVYN'S DISTRIBUTION CENTER
 48200 FREMONT BOULEVARD
 FREMONT, CA 94538

TERMS	SHIP VIA	SEASON	REP1	REP2	START	COMPLETE
N30+ 1%RTV+1%WH	TARGET		HO		Nov 21, 2005	Nov 30, 2005
STYLE	COLOR	SIZES/DESC	PRICE	PIECES	AMOUNT	
		XS S M L XL				
701	WHIT	HALTER TOP W/TRIM FR				
		132 276 276 132	9.25	816	7548.00	
		XS S M L XL				
705	WHIT	BELL SLEEVE TOP				
		168 348 336 168	9.25	1020	9435.00	
		XS S M L XL				
707	WINE	TANK TOP W/CHARMUESE				
		168 348 348 168	9.25	1032	9546.00	
TOTAL OF YOUR ORDER =>				2868	26529.00	

P 00727

GREAT WHITE BEAR, LLC.
 1412 BROADWAY, SUITE 1604
 NEW YORK NY 10018
 TEL: (212) 391-1223 FAX: (212) 391-1425

ORDER CONFIRMATION

ORDER:010065

DATE: Nov 9, 2005

PO #: 1766376

SOLD TO

MER10
 MERVYNS ACCOUNTS-PAYABLE
 22301 FOOTHILL BLVD
 MAIL STOP 3160
 HAYWARD, CA 94541

SHIP TO

STORE: 0986 DEPT: 962
 MERVYNS DISTRIBUTION CENTER
 1600 EAST PLANO PARKWAY
 PLANO, TX 75074

TERMS	SHIP VIA	SEASON	REP1	REP2	START	COMPLETE
N30+1%RTV+1%WH	TARGET		HO		Nov 21, 2005	Nov 30, 2005

STYLE	COLOR	SIZES/DESC					PRICE	PIECES	AMOUNT
		XS	S	M	L	XL			
703	WINE	TIERED COTTON SKIRT					12.00	300	3600.00
			36	108	108	48			
		3	5	7	9	11 13			
706	WHIT	STRETCH BELTED CAPRI					10.35	84	869.40
		12	12	12	24	12 12			

TOTAL OF YOUR ORDER =>

384 4469.40

P 00728

GREAT WHITE BEAR, LLC.
 1412 BROADWAY, SUITE 1604
 NEW YORK NY 10018
 TEL: (212) 391-1223 FAX: (212) 391-1425

ORDER CONFIRMATION

ORDER:010065

DATE: Nov 9, 2005

PO #: 1766376

SOLD TO

MER10
 MERVYN'S ACCOUNTS PAYABLE
 22301 FOOTHILL BLVD
 MAIL STOP 3160
 HAYWARD, CA 94541

SHIP TO

STORE: 0993 DEPT: 962
 MERVYN'S DISTRIBUTION CENTER
 2455 SOUTH 3600 WEST
 WEST VALLEY, UT 84119

TERMS	SHIP VIA	SEASON	REP1	REP2	START	COMPLETE
N30+ 1%RTV+1%WH	TARGET		HO		Nov 21, 2005	Nov 30, 2005

STYLE	COLOR	SIZES/DESC					PRICE	PIECES	AMOUNT
		XS	S	M	L	XL			
703	WINE	TIERED COTTON SKIRT					12.00	336	4032.00
			48	108	120	60			
		3	5	7	9	11 13			
706	WHIT	STRETCH BELTED CAPRI					10.35	480	4968.00
		36	84	120	120	84 36			
TOTAL OF YOUR ORDER =>								816	9800.00

P 00729

GREAT WHITE BEAR, LLC.
 1412 BROADWAY, SUITE 1604
 NEW YORK NY 10018
 TEL: (212) 391-1223 FAX: (212) 391-1425

ORDER CONFIRMATION

ORDER:010065

DATE: Nov 9, 2005
 PO #: 1766376

SOLD TO

MER10
 MERVYN'S ACCOUNTS PAYABLE
 22301 FOOTHILL BLVD
 MAIL STOP 3160
 HAYWARD, CA 94541

SHIP TO

STORE: 0996 DEPT: 962
 MERVYN'S DISTRIBUTION CENTER
 1015 VINTAGE AVENUE
 ONTARIO, CA 91761

TERMS	SHIP VIA	SEASON	REP1	REP2	START	COMPLETE
N30+ 1%RTV+1%WH	TARGET		HO		Nov 21, 2005	Nov 30, 2005
STYLE	COLOR	SIZES/DESC	PRICE	PIECES	AMOUNT	
703	WINE	TIERED COTTON SKIRT XS S M L XL 192 384 372 180	12.00	1128	13536.00	
706	WHIT	STRETCH BELTED CAPRI 3 5 7 9 11 13 108 252 360 336 240 120	10.35	1416	14655.60	
TOTAL OF YOUR ORDER =>				2544	28191.60	

P 00730

GREAT WHITE BEAR, LLC.
 1412 BROADWAY, SUITE 1604
 NEW YORK NY 10018
 TEL: (212) 391-1223 FAX: (212) 391-1425

ORDER CONFIRMATION

ORDER: 010065

DATE: Nov 9, 2005
 PO #: 1766376

SOLD TO

MER10
 MERVYN'S ACCOUNTS PAYABLE
 22301 FOOTHILL BLVD
 MAIL STOP 3160
 HAYWARD, CA 94541

SHIP TO

STORE: 0997 DEPT: 962
 MERVYN'S DISTRIBUTION CENTER
 48200 FREMONT BOULEVARD
 FREMONT, CA 94538

TERMS	SHIP VIA	SEASON	REP1	REP2	START	COMPLETE
N30+ 1%RTV+1%WH	TARGET		HO		Nov 21, 2005	Nov 30, 2005
STYLE	COLOR	SIZES/DESC	PRICE	PIECES	AMOUNT	
		XS S M L XL				
'03	WINE	TIERED COTTON SKIRT				
		204 360 360 192	12.00	1116	13392.00	
		3 5 7 9 11 13				
'06	WHIT	STRETCH BELTED CAPRI				
		120 216 348 360 228 108	10.35	1380	14283.00	
TOTAL OF YOUR ORDER =>				2496	27675.00	

P 00731

GREAT WHITE BEAR, LLC.
 1412 BROADWAY, SUITE 1604
 NEW YORK NY 10018
 TEL: (212) 391-1223 FAX: (212) 391-1425

ORDER CONFIRMATION

ORDER: 010067

DATE: Nov 9, 2005
 PO #: 5753982

SOLD TO

MER10
 MERVYN'S ACCOUNTS PAYABLE
 22301 FOOTHILL BLVD
 MAIL STOP 3160
 HAYWARD, CA 94541

SHIP TO

STORE: 0986 DEPT: 962
 MERVYNS DISTRIBUTION CENTER
 1600 EAST PLANO PARKWAY
 PLANO, TX 75074

TERMS	SHIP VIA	SEASON	REP1	REP2	START	COMPLETE
N30+ 1%RTV+1%WH	TARGET		HO		Nov 21, 2005	Nov 30, 2005

STYLE	COLOR	SIZES/DESC	PRICE	PIECES	AMOUNT
		XS S M L XL			
508	BLK	PRINT CHARMEUSE SKIR 12	12.00	12	144.00
		BLK/WHT			

TOTAL OF YOUR ORDER =>

12 144.00

9 00732

GREAT WHITE BEAR, LLC.
 1412 BROADWAY, SUITE 1604
 NEW YORK NY 10018
 TEL: (212) 391-1223 FAX: (212) 391-1425

ORDER CONFIRMATION

ORDER:010067

DATE: Nov 9, 2005

PO #: 5753982

SOLD TO

MER10
 MERVYN'S ACCOUNTS PAYABLE
 22301 FOOTHILL BLVD
 MAIL STOP 3160
 HAYWARD, CA 94541

SHIP TO

STORE: 0993 DEPT: 962
 MERVYN'S DISTRIBUTION CENTER
 2455 SOUTH 3600 WEST
 WEST VALLEY, UT 84119

TERMS	SHIP VIA	SEASON	REP1	REP2	START	COMPLETE
N30+ 1%RTV+1%WH	TARGET		HO		Nov 21, 2005	Nov 30, 2005

G STYLE	COLOR	SIZES/DESC	PRICE	PIECES	AMOUNT
		XS S M L XL			
.608	BLK	PRINT CHARMEUSE SKIR 36 60 60 36	12.00	192	2304.00
		BLK/WHT			
TOTAL OF YOUR ORDER =>				192	2304.00

P 00733

GREAT WHITE BEAR, LLC
 1412 BROADWAY, SUITE 1604
 NEW YORK NY 10018
 TEL: (212) 391-1223 FAX: (212) 391-1425

ORDER CONFIRMATION

ORDER:010067

DATE: Nov 9, 2005
 PO #: 5753982

SOLD TO

MER10
 MERVYN'S ACCOUNTS PAYABLE
 22301 FOOTHILL BLVD
 MAIL STOP 3160
 HAYWARD, CA 94541

SHIP TO

STORE: 0996 DEPT: 962
 MERVYN'S DISTRIBUTION CENTER
 1015 VINTAGE AVENUE
 ONTARIO, CA 91761

TERMS	SHIP VIA	SEASON	REP1	REP2	START	COMPLETE
N30+ 1%RTV+1%WH	TARGET		NO		Nov 21, 2005	Nov 30, 2005

G STYLE	COLOR	SIZES/DESC	PRICE	PIECES	AMOUNT
608	BLK	XS S M L XL PRINT CHARMEUSE SKIR 84 168 180 96	12.00	528	6336.00

TOTAL OF YOUR ORDER =>

528 6336.00

P 00734

GREAT WHITE BEAR, LLC.
1412 BROADWAY, SUITE 1604
NEW YORK NY 10018
TEL: (212) 391-1223 FAX: (212) 391-1425

ORDER CONFIRMATION

ORDER:010067

DATE: Nov 9, 2005

PO #: 5753982

SOLD TO

MER10
MERVYN'S ACCOUNTS PAYABLE
22301 FOOTHILL BLVD
MAIL STOP 3160
HAYWARD, CA 94541

SHIP TO

STORE: 0997 DEPT: 962
MERVYN'S DISTRIBUTION CENTER
46200 FREMONT BOULEVARD
FREMONT, CA 94538

TERMS	SHIP VIA	SEASON	REP1	REP2	START	COMPLETE
N30+ 1%RTV+1%WH	TARGET		HO		Nov 21, 2005	Nov 30, 2005

STYLE	COLOR	SIZES/DESC	PRICE	PIECES	AMOUNT
		XS S M L XL			
608	BLK	PRINT CHARMEUSE SKIR			
		96 180 180 84	12.00	540	6480.00

TOTAL OF YOUR ORDER ⇒

548 6480.00

P 00735

CUSTOMER APPROVAL SIGNATURE _____

GREAT WHITE BEAR, LLC.
 1412 BROADWAY, SUITE 1604
 NEW YORK NY 10018
 TEL: (212) 391-1223 FAX: (212) 391-1425

ORDER CONFIRMATION

ORDER:010066

DATE: Nov 9, 2005

PO #: 2279494

SOLD TO

MER10
 MERVYN'S ACCOUNTS PAYABLE
 22301 FOOTHILL BLVD
 MAIL STOP 3160
 HAYWARD, CA 94541

SHIP TO

STORE: 0986 DEPT: 962
 MERVYNS DISTRIBUTION CENTER
 1600 EAST PLANO PARKWAY
 PLANO, TX 75074

TERMS	SHIP VIA	SEASON	REP1	REP2	START	COMPLETE
N30+ 1%RTV+1%WH	TARGET		HO		Nov 21, 2005	Nov 30, 2005
STYLE	COLOR	SIZES/DESC	PRICE	PIECES	AMOUNT	
702	BLAC	TANK TOP W/RHINESTON XS S M L XL 12 36 36 24	9.25	108	999.00	
708	BLAC	L/S CORD BLAZER XS S M L XL 12 36 48 24	13.50	120	1620.00	
TOTAL OF YOUR ORDER =>				228	2619.00	

P 00736

CUSTOMER APPROVAL SIGNATURE

GREAT WHITE BEAR, L.L.C.
 1412 BROADWAY, SUITE 1604
 NEW YORK NY 10018
 TEL: (212) 391-1223 FAX: (212) 391-1425

ORDER CONFIRMATION

ORDER:010066

DATE: Nov 9, 2005

PO #: 2279494

SOLD TO

MER10
 MERVYN'S ACCOUNTS PAYABLE
 22301 FOOTHILL BLVD
 MAIL STOP 3160
 HAYWARD, CA 94541

SHIP TO

STORE: 0993 DEPT: 962
 MERVYN'S DISTRIBUTION CENTER
 2455 SOUTH 3600 WEST
 WEST VALLEY, UT 84119

TERMS	SHIP VIA	SEASON	REP1	REP2	START	COMPLETE
N30+1%RTV+1%WH	TARGET		HO		Nov 21, 2005	Nov 30, 2005
STYLE	COLOR	SIZES/DESC	PRICE	PIECES	AMOUNT	
702	BLAC	XS S M L XL TANK TOP W/RHINESTON	9.25	108	999.00	
		24 24 36 24				
708	BLAC	XS S M L XL L/S CORD BLAZER	13.50	132	1782.00	
		24 36 48 24				
TOTAL OF YOUR ORDER =>				240	2781.00	

P 00737

GREAT WHITE BEAR, LLC.
 1412 BROADWAY, SUITE 1604
 NEW YORK NY 10018
 TEL: (212) 391-1223 FAX: (212) 391-1425

ORDER CONFIRMATION

ORDER: 010066

DATE: Nov 9, 2005
 PO #: 2279494

SOLD TO

MER10
 MERVYN'S ACCOUNTS PAYABLE
 22301 FOOTHILL BLVD
 MAIL STOP 3160
 HAYWARD, CA 94541

SHIP TO

STORE: 0996 DEPT: 962
 MERVYN'S DISTRIBUTION CENTER
 1015 VINTAGE AVENUE
 ONTARIO, CA 91761

TERMS	SHIP VIA	SEASON	REP1	REP2	START	COMPLETE
N30+ 1%RTV+1%WH	TARGET		HO		Nov 21, 2005	Nov 30, 2005
STYLE	COLOR	SIZES/DESC	PRICE	PIECES	AMOUNT	
702	BLAC	XS S M L XL TANK TOP W/RHINESTON 72 132 144 72	9.25	420	3885.00	
708	BLAC	XS S M L XL L/S CORD BLAZER 96 180 168 84	13.50	528	7128.00	
TOTAL OF YOUR ORDER =>				948	11013.00	

P 00738



Inbox

STANDARD VIEW Welcome, Great White Bear LLC!

Last year quarters:

Current year quarters: 1 2 3 4

Inbox (945 total, 0 new messages)

44 results found.

Search/Filter: Type: all From: Mervyns

ST Code:

Status: all

Date:

#:

SHOW ALL

SEARCH

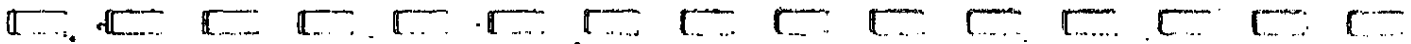
Click column header to sort.

<input type="checkbox"/> Doc ID	Document Type	From	Store	Status	Date Rec'd	Cancel	Turn Around
<input type="checkbox"/> 600201482	864 Text Message	Mervyns		old	10/15/05 21:08		n/a
<input type="checkbox"/> 0962-6184652-0997	850 Purchase Order	Mervyns	0997	old	10/12/05 09:57	10/28/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input type="checkbox"/> 0962-6184652-0986	850 Purchase Order	Mervyns	0986	old	10/12/05 09:57	10/28/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input type="checkbox"/> 0962-6184652-0993	850 Purchase Order	Mervyns	0993	old	10/12/05 09:57	10/28/05	Created(810,50094) 810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input type="checkbox"/> 0962-6184652-0996	850 Purchase Order	Mervyns	0996	old	10/12/05 09:57	10/28/05	Created(810,50092) 810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input type="checkbox"/> 0962-6184652	850 Purchase Order	Mervyns		old	10/12/05 09:57		810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input type="checkbox"/> 0962-9970934-0993	850 Purchase Order	Mervyns	0993	old	10/12/05 09:55	10/28/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input type="checkbox"/> 0962-9970934-0996	850 Purchase Order	Mervyns	0996	old	10/12/05 09:55	10/28/05	Created(856,23290) 810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input type="checkbox"/> 0962-9970934-0997	850 Purchase Order	Mervyns	0997	old	10/12/05 09:55	10/28/05	Created(856,23369) 810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input type="checkbox"/> 0962-9970934	850 Purchase Order	Mervyns		old	10/12/05 09:55		Created(856,23476) 810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report

<input type="checkbox"/> 0962-9970934-0986	850 Purchase Order	Mervyns	0986	old	10/12/05 09:55	10/28/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report Created(856,23598)
<input type="checkbox"/> 0962-8797450-0993	850 Purchase Order	Mervyns	0993	old	10/11/05 03:28	10/28/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input type="checkbox"/> 0962-8797450-0996	850 Purchase Order	Mervyns	0996	old	10/11/05 03:28	10/28/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input type="checkbox"/> 0962-8797450-0997	850 Purchase Order	Mervyns	0997	old	10/11/05 03:28	10/28/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input type="checkbox"/> 0962-8797450	850 Purchase Order	Mervyns		old	10/11/05 03:28		810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input type="checkbox"/> 0962-8797450-0986	850 Purchase Order	Mervyns	0986	old	10/11/05 03:28	10/28/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input type="checkbox"/> 0962-4262179-0997	850 Purchase Order	Mervyns	0997	old	10/11/05 03:28	10/28/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input type="checkbox"/> 0962-4262179	850 Purchase Order	Mervyns		old	10/11/05 03:28		810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input type="checkbox"/> 0962-4262179-0986	850 Purchase Order	Mervyns	0986	old	10/11/05 03:28	10/28/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input type="checkbox"/> 0962-4262179-0993	850 Purchase Order	Mervyns	0993	old	10/11/05 03:28	10/28/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input type="checkbox"/> 0962-4262179-0996	850 Purchase Order	Mervyns	0996	old	10/11/05 03:28	10/28/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input type="checkbox"/> 0962-2158236-0996	850 Purchase Order	Mervyns	0996	old	10/11/05 03:28	10/28/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input type="checkbox"/> 0962-2158236-0997	850 Purchase Order	Mervyns	0997	old	10/11/05 03:28	10/28/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input type="checkbox"/> 0962-2158236	850 Purchase Order	Mervyns		old	10/11/05 03:28		810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input type="checkbox"/> 0962-2158236-0986	850 Purchase Order	Mervyns	0986	old	10/11/05 03:28	10/28/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro)

<input checked="" type="checkbox"/> 0962-2158236-0993	850 Purchase Order	Mervyns	0993	old	10/11/05 03:28	10/28/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input checked="" type="checkbox"/> 0962-0452144	860 PO Change	Mervyns		old	10/07/05 03:28		n/a
<input checked="" type="checkbox"/> 0962-7425981-0986	850 Purchase Order	Mervyns	0986	old	10/07/05 03:28	10/14/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input checked="" type="checkbox"/> 0962-7425991-0993	850 Purchase Order	Mervyns	0993	old	10/07/05 03:28	10/14/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input checked="" type="checkbox"/> 0962-7425991-0996	850 Purchase Order	Mervyns	0996	old	10/07/05 03:28	10/14/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input checked="" type="checkbox"/> 0962-7425981-0997	850 Purchase Order	Mervyns	0997	old	10/07/05 03:28	10/14/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input checked="" type="checkbox"/> 0962-7425991	850 Purchase Order	Mervyns		old	10/07/05 03:28		810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input checked="" type="checkbox"/> 0962-2777693-0986	850 Purchase Order	Mervyns	0986	old	10/07/05 03:28	10/14/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input checked="" type="checkbox"/> 0962-2777693-0993	850 Purchase Order	Mervyns	0993	old	10/07/05 03:28	10/14/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input checked="" type="checkbox"/> 0962-2777693-0996	850 Purchase Order	Mervyns	0996	old	10/07/05 03:28	10/14/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input checked="" type="checkbox"/> 0962-2777693-0997	850 Purchase Order	Mervyns	0997	old	10/07/05 03:28	10/14/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input checked="" type="checkbox"/> 0962-2777693	850 Purchase Order	Mervyns		old	10/07/05 03:28		810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input checked="" type="checkbox"/> 0962-9970934-0911	850 Purchase Order	Mervyns	0911	old	10/05/05 21:28	10/28/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input checked="" type="checkbox"/> 0962-6184652-0911	850 Purchase Order	Mervyns	0911	old	10/05/05 21:28	10/28/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input checked="" type="checkbox"/> 0962-7425991-0911	850 Purchase Order	Mervyns	0911	old	10/05/05 21:28	10/14/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report
<input checked="" type="checkbox"/> 0962-2777693-0911	850 Purchase Order	Mervyns	0911	old	10/05/05 21:28	10/14/05	810 Invoice 810 Invoice (Pre-distro) 856 ASN (Post-distro) 856 ASN (Pre-distro) 870 Order Status Report

D 00711



<input type="checkbox"/> 0962-0087398	860 PO Change	Mervyns	old	10/01/05 03:28
<input type="checkbox"/> 0962-9413282	860 PO Change	Mervyns	old	10/01/05 03:28
<input type="checkbox"/> 0962-7708860	860 PO Change	Mervyns	old	10/01/05 03:28

870 Order Status Report

n/a

n/a

n/a

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P 00743

Back PRINT

Received from: Mervyns
 Date and time: 10/11/2005 3:28:08 AM

Purchase Order

Trans Control No	101299082	Trans Type	Original
Order Type	Delivery Order	PO Number	0962-2158236
Order Date	09/30/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Fast Contact		FOB Point	Origin
OB Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date/Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	10/25/2005	Ship/Deliver Not After	10/28/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0986
Ship to Store Name		Ship to Code	0986
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No Qd
600	Each	10.8	Wholesale Price per Each	962880024	506	842629004689	36	1	BLK CROP JKT W RHNSTN S	BLACK	SMALL	12	1	C12610	0986	72
1200	Each	10.8	Wholesale Price per Each	962880025	506	842629004676	36	1	BLK CROP JKT W RHNSTN M	BLACK	Medium	12	1	C12610	0986	144
1200	Each	10.8	Wholesale Price per Each	962880026	506	842629004683	36	1	BLK CROP JKT W RHNSTN L	BLACK	Large	12	1	C12610	0986	144
600	Each	10.8	Wholesale Price per Each	962880027	506	842629004690	36	1	BLK CROP JKT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0986	84
600	Each	9.6	Wholesale Price per Each	962880032	506-3	842629004744	32	1	BLK PANT W RHNSTN S	BLACK	SMALL	12	1	C12610	0986	72
1200	Each	9.6	Wholesale Price per Each	962880033	506-3	842629004751	32	1	BLK PANT W RHNSTN M	BLACK	Medium	12	1	C12610	0986	132
1200	Each	9.6	Wholesale Price per Each	962880034	506-3	842629004768	32	1	BLK PANT W RHNSTN L	BLACK	Large	12	1	C12610	0986	144
600	Each	9.6	Wholesale Price per Each	962880035	506-3	842629004775	32	1	BLK PANT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0986	84

			Each					RHNSTN XL						

Number of Line Items 8
Total Extended Line 73,440.00
Am

Total Order Qt 7200.0

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P 00744

Received from: Mervyns
 Date and time: 10/11/2005 3:28:08 AM

Purchase Order

P 00745

Trans Control No 101299062
 PO Type Delivery Order
 PO Date 09/30/2005
 Vendor No 0066423
 Promotion Code
 Guest Contact
 POB Descr COMPTON CA
 Special Order Type
 Terms Basis Date Type Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not 10/25/2005
 before
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-2158236
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 10/28/2005

Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0986
 Ship to Code 0986
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
72	Each	10.8	Wholesale Price per Each	962880024	506	842629004659	36	1	1	BLK CROP JKT W RHNSTN S	BLACK	SMALL	12	1	C12610	0986	72
144	Each	10.8	Wholesale Price per Each	962880025	506	842629004676	36	1	1	BLK CROP JKT W RHNSTN M	BLACK	Medium	12	1	C12610	0986	144
144	Each	10.8	Wholesale Price per Each	962880026	506	842629004683	36	1	1	BLK CROP JKT W RHNSTN L	BLACK	Large	12	1	C12610	0986	144
84	Each	10.8	Wholesale Price per Each	962880027	506	842629004690	36	1	1	BLK CROP JKT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0986	84
72	Each	9.6	Wholesale Price per Each	962880032	506-3	842629004744	32	1	1	BLK PANT W RHNSTN S	BLACK	SMALL	12	1	C12610	0986	72
132	Each	9.6	Wholesale Price per Each	962880033	506-3	842629004751	32	1	1	BLK PANT W RHNSTN M	BLACK	Medium	12	1	C12610	0986	132
144	Each	9.6	Wholesale Price per Each	962880034	506-3	842629004768	32	1	1	BLK PANT W RHNSTN L	BLACK	Large	12	1	C12610	0986	144
84	Each	9.6	Wholesale Price per Each	962880035	506-3	842629004775	32	1	1	BLK PANT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0986	84

Number of Line Items 8
Total Extended Line 8,942.40
Unit

Total Order Qty 876.0

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P 00746

Received from: Mervyns
 Date and time: 10/11/2005 3:28:08 AM

Purchase Order

P 00747

Trans Control No 101299062
 O Type Delivery Order
 O Date 09/30/2005
 Vendor No 0066423
 Promotion Code
 Guest Contact
 OB Descr COMPTON CA
 Special Order Type
 Terms Basis Date Type Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not Before 10/25/2005
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-2158236
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 10/28/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0993
 Ship to Code 0993
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Ln	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
108	Each	10.8	Wholesale Price per Each	962880024	506	842629004669	36	1	BLK CROP JKT W RHNSTN S	BLACK	SMALL	12	1	C12610	0993	108	
228	Each	10.8	Wholesale Price per Each	962880025	506	842629004676	36	1	BLK CROP JKT W RHNSTN M	BLACK	Medium	12	1	C12610	0993	228	
204	Each	10.8	Wholesale Price per Each	962880026	506	842629004683	36	1	BLK CROP JKT W RHNSTN L	BLACK	Large	12	1	C12610	0993	204	
108	Each	10.8	Wholesale Price per Each	962880027	506	842629004690	36	1	BLK CROP JKT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0993	108	
108	Each	9.6	Wholesale Price per Each	962880032	506-3	842629004744	32	1	BLK PANT W RHNSTN S	BLACK	SMALL	12	1	C12610	0993	108	
228	Each	9.6	Wholesale Price per Each	962880033	506-3	842629004751	32	1	BLK PANT W RHNSTN M	BLACK	Medium	12	1	C12610	0993	228	
182	Each	9.6	Wholesale Price per Each	962880034	506-3	842629004768	32	1	BLK PANT W RHNSTN L	BLACK	Large	12	1	C12610	0993	182	
108	Each	9.6	Wholesale Price per Each	962880035	506-3	842629004775	32	1	BLK PANT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0993	108	

Number of Line Items 8
Total Extended Line 13,104.00
Am

Total Order Qt 1284.0

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Received from: Mervyns
 Date and time: 10/11/2005 3:28:08 AM

Purchase Order

P00749

Trans Control No 101299062
 O Type Delivery Order
 O Date 09/30/2005
 Vendor No 0066423

Promotion Code
 Guest Contact
 OB Descr COMPTON CA

Special Order Type
 Terms Basis Date Type Delivery Date

Terms Disc Days Due
 Ship/Deliver Not After 10/25/2005

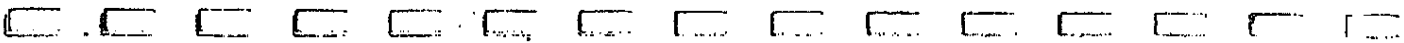
Promotion Start
 Routing Code USE READY TO SHIP WEB

Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0062-2158238
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 10/28/2005

Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0996
 Ship to Code 0996
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Ln to	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	216	Each	10.8	Wholesale Price per Each	962880024	506	842629004669	36	1	BLK CROP JKT W RHNSTN S	BLACK	SMALL	12	1	C12610	0996	216
	432	Each	10.8	Wholesale Price per Each	962880025	506	842629004676	36	1	BLK CROP JKT W RHNSTN M	BLACK	Medium	12	1	C12610	0996	432
	456	Each	10.8	Wholesale Price per Each	962880026	506	842629004683	36	1	BLK CROP JKT W RHNSTN L	BLACK	Large	12	1	C12610	0996	456
	192	Each	10.8	Wholesale Price per Each	962880027	506	842629004690	36	1	BLK CROP JKT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0996	192
	216	Each	9.6	Wholesale Price per Each	962880032	506-3	842629004744	32	1	BLK PANT W RHNSTN S	BLACK	SMALL	12	1	C12610	0996	216
	432	Each	9.6	Wholesale Price per Each	962880033	506-3	842629004751	32	1	BLK PANT W RHNSTN M	BLACK	Medium	12	1	C12610	0996	432
	468	Each	9.6	Wholesale Price per Each	962880034	506-3	842629004768	32	1	BLK PANT W RHNSTN L	BLACK	Large	12	1	C12610	0996	468
	192	Each	9.6	Wholesale Price per Each	962880035	506-3	842629004775	32	1	BLK PANT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0996	192



Number of Line Items 8
Total Extended Line 26,553.60
Am

Total Order Qt 2604.0

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P 00750

Received from: Mervyns
Date and time: 10/11/2005 3:28:08 AM

Purchase Order

P 00751

Trans Control No 101299062
PO Type Delivery Order
PO Date 09/30/2005
Vendor No 0068423

Promotion Code
Guest Contact
FOB Descr COMPTON CA

Special Order Type
Terms Basis Date Type Delivery Date

Terms Disc Days Due
Ship/Deliver Not Before 10/25/2005

Promotion Start
Routing Code USE READY TO SHIP WEB

Instruction Type

Buyer Name

Ship to Store Name

Ship to Store Address

Ship to Store State

Terms Net Days

Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-2158236
Department No 962
Vendor Name GREAT WHITE BEAR LLC

Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic

Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 10/28/2005

Routing Code Type Assign by Buyer

Transport Type

Instruction

Buyer Store No 0997

Ship to Code 0997

Ship to Store City

Ship to Store Zipcode

Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	204	Each	10.8	Wholesale Price per Each	962880024	506	842629004669	36	1	BLK CROP JKT W RHNSTN S	BLACK	SMALL	12	1	C12610	0997	204
2	396	Each	10.8	Wholesale Price per Each	962880025	506	842629004676	36	1	BLK CROP JKT W RHNSTN M	BLACK	Medium	12	1	C12610	0997	396
3	396	Each	10.8	Wholesale Price per Each	962880026	506	842629004683	36	1	BLK CROP JKT W RHNSTN L	BLACK	Large	12	1	C12610	0997	396
4	216	Each	10.8	Wholesale Price per Each	962880027	506	842629004690	36	1	BLK CROP JKT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0997	216
5	204	Each	9.6	Wholesale Price per Each	962880032	506-3	842629004744	32	1	BLK PANT W RHNSTN S	BLACK	SMALL	12	1	C12610	0997	204
6	408	Each	9.6	Wholesale Price per Each	962880033	506-3	842629004751	32	1	BLK PANT W RHNSTN M	BLACK	Medium	12	1	C12610	0997	408
7	396	Each	9.6	Wholesale Price per Each	962880034	506-3	842629004768	32	1	BLK PANT W RHNSTN L	BLACK	Large	12	1	C12610	0997	396
8	216	Each	9.6	Wholesale Price per Each	962880035	506-3	842629004775	32	1	BLK PANT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0997	216

Number of Line Items 8
Total Extended Line 24,840.00
m

Total Order Qt 2436.0

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P 00752

Received from: Mervyns
 Date and time: 10/5/2005 9:28:08 PM

Purchase Order

Trans Control No	101295047	Trans Type	Original
PO Type	Blanket Order	PO Number	0962-2777693
PO Date	10/05/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
POB Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type Delivery Date		Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	10/10/2005	Ship/Deliver Not After	10/14/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0911
Ship to Store Name		Ship to Code	0911
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	
Mervyn PO Type	POST-DISTRO		

Ln	Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	600	Each	9.25	Wholesale Price per Each	962880016	628	842629004546	28	1	PLM CHRMS HL TR TOP S	PLUM	SMALL	12	1	C12610	0911	600
2	1200	Each	9.25	Wholesale Price per Each	962880017	628	842629004553	28	1	PLM CHRMS HL TR TOP M	PLUM	Medium	12	1	C12610	0911	1200
3	1200	Each	9.25	Wholesale Price per Each	962880018	628	842629004560	28	1	PLM CHRMS HL TR TOP L	PLUM	Large	12	1	C12610	0911	1200
4	600	Each	9.25	Wholesale Price per Each	962880019	628	842629004577	28	1	PLM CHRMS HL TR TOP XL	PLUM	XLarge	12	1	C12610	0911	600

Number of Line Items 4
 Total Extended Line 33,300.00
 m

Total Order Qty 3600.0

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P 00753

Received from: Mervyns
 Date and time: 10/7/2005 3:28:06 AM

Purchase Order

Trans Control No 101296682
 PO Type Delivery Order
 PO Date 10/05/2005
 Vendor No 0066423
 Promotion Code
 Guest Contact
 FOB Descr COMPTON CA
 Special Order Type
 Terms Basis Date Type Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not Before 10/10/2005
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-2777683
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N3OROG+1%RTV+1%WH
 Ship/Deliver Not After 10/14/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0986
 Ship to Code 0986
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Ln	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	96	Each	9.25	Wholesale Price per Each	962880016	628	842629004546	28	1	PLM CHRMS HL TR TOP S	PLUM	SMALL	12	1	C12610	0986	96
2	168	Each	9.25	Wholesale Price per Each	962880017	628	842629004553	28	1	PLM CHRMS HL TR TOP M	PLUM	Medium	12	1	C12610	0986	168
3	156	Each	9.25	Wholesale Price per Each	962880018	628	842629004560	28	1	PLM CHRMS HL TR TOP L	PLUM	Large	12	1	C12610	0986	156
4	84	Each	9.25	Wholesale Price per Each	962880019	628	842629004577	28	1	PLM CHRMS HL TR TOP XL	PLUM	XLarge	12	1	C12610	0986	84

Number of Line Items 4
 Total Extended Line 4,662.00
 m

Total Order Qty 504.0

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P 00754

Received from: Mervyns
 Date and time: 10/7/2005 3:28:06 AM

Purchase Order

Trans Control No 101296662
 PO Type Delivery Order
 PO Date 10/05/2005
 Vendor No 0066423
 Promotion Code
 Guest Contact
 POB Descr COMPTON CA
 Special Order Type
 Terms Basis DateType Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not before 10/10/2005
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Restriction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-2777693
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 10/14/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0993
 Ship to Code 0993
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Line No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	132	Each	9.25	Wholesale Price per Each	962880016	628	842629004546	28	1	PLM CHRMS HL TR TOP S	PLUM	SMALL	12	1	C12610	0993	132
	240	Each	9.25	Wholesale Price per Each	962880017	628	842629004553	28	1	PLM CHRMS HL TR TOP M	PLUM	Medium	12	1	C12610	0993	240
	228	Each	9.25	Wholesale Price per Each	962880018	628	842629004560	28	1	PLM CHRMS HL TR TOP L	PLUM	Large	12	1	C12610	0993	228
	120	Each	9.25	Wholesale Price per Each	962880019	628	842629004577	28	1	PLM CHRMS HL TR TOP XL	PLUM	XLarge	12	1	C12610	0993	120

Number of Line Items 4
 Total Extended Line 8,660.00

Total Order Qty 720.0

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9 00755

Received from: Mervyns
Date and time: 10/7/2005 3:28:06 AM

Purchase Order

Trans Control No 101296662
PO Type Delivery Order
PO Date 10/05/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis DateType Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 10/10/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-2777693
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 10/14/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0996
Ship to Code 0996
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	168	Each	9.25	Wholesale Price per Each	962880016	628	842629004546	28	1	PLM CHRMS HL TR TOP S	PLUM	SMALL	12	1	C12610	0996	168
2	348	Each	9.25	Wholesale Price per Each	962880017	628	842629004553	28	1	PLM CHRMS HL TR TOP M	PLUM	Medium	12	1	C12610	0996	348
3	372	Each	9.25	Wholesale Price per Each	962880018	628	842629004560	28	1	PLM CHRMS HL TR TOP L	PLUM	Large	12	1	C12610	0996	372
4	156	Each	9.25	Wholesale Price per Each	962880019	628	842629004577	28	1	PLM CHRMS HL TR TOP XL	PLUM	XLarge	12	1	C12610	0996	156

Number of Line Items 4
Total Extended Line 9,657.00
um

Total Order Qt 1044.0

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P 00756

Received from: Mervyns
Date and time: 10/7/2005 3:28:06 AM

Purchase Order

Trans Control No 101298662
PO Type Delivery Order
PO Date 10/05/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 10/10/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-2777693
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 10/14/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0997
Ship to Code 0997
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	204	Each	9.25	Wholesale Price per Each	962880018	628	842629004546	28	1	PLM CHRMS HL TR TOP S	PLUM	SMALL	12	1	C12610	0997	204
2	444	Each	9.25	Wholesale Price per Each	962880017	628	842629004553	28	1	PLM CHRMS HL TR TOP M	PLUM	Medium	12	1	C12610	0997	444
3	444	Each	9.25	Wholesale Price per Each	962880018	628	842629004560	28	1	PLM CHRMS HL TR TOP L	PLUM	Large	12	1	C12610	0997	444
4	240	Each	9.25	Wholesale Price per Each	962880019	628	842629004577	28	1	PLM CHRMS HL TR TOP XL	PLUM	XLarge	12	1	C12610	0997	240

Number of Line Items 4
Total Extended Line 12,321.00
am

Total Order Qty 1332.0

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P 00757

Received from: Mervyns
Date and time: 10/11/2005 3:28:11 AM

Purchase Order

Trans Control No 101299112
PO Type Delivery Order
PO Date 09/30/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 10/25/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PQ Number 0962-4262179
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 10/28/2005

Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0986
Ship to Code 0986
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No Q1
1	600	Each	5.4	Wholesale Price per Each	962880040	516	842629004867	18	1	BLK JERSEY RHNSTN S TANK	BLACK	SMALL	12	1	C12610	0986	72
2	1200	Each	5.4	Wholesale Price per Each	962880041	516	842629004874	18	1	BLK JERSEY RHNSTN M TANK	BLACK	Medium	12	1	C12610	0986	156
3	1200	Each	5.4	Wholesale Price per Each	962880042	516	842629004881	18	1	BLK JERSEY RHNSTN L TANK	BLACK	Large	12	1	C12610	0986	156
4	600	Each	5.4	Wholesale Price per Each	962880043	516	842629004898	18	1	BLK JERSEY RHNSTN XL TANK	BLACK	XLarge	12	1	C12610	0986	96
5	600	Each	5.4	Wholesale Price per Each	962880044	516	842629004829	18	1	WHT JERSEY RHNSTN S TANK	WHITE	SMALL	12	1	C12610	0986	72
6	1200	Each	5.4	Wholesale Price per Each	962880045	516	842629004836	18	1	WHT JERSEY RHNSTN M TANK	WHITE	Medium	12	1	C12610	0986	144
7	1200	Each	5.4	Wholesale Price per Each	962880046	516	842629004843	18	1	WHT JERSEY RHNSTN L TANK	WHITE	Large	12	1	C12610	0986	156
8	600	Each	5.4	Wholesale Price per Each	962880047	516	842629004850	18	1	WHT JERSEY RHNSTN XL TANK	WHITE	XLarge	12	1	C12610	0986	96

P 00758

Total Extended Line Am 38,880.00

Total Order Qt 7200.0

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Received from: Mervyns
Date and time: 10/11/2005 3:28:11 AM

Purchase Order

Trans Control No 101299112
PO Type Delivery Order
PO Date 09/30/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 10/25/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-4262179
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 10/28/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0986
Ship to Code 0986
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	72	Each	5.4	Wholesale Price per Each	962880040	516	842629004867	18	1	BLK JERSEY RHNSTN S TANK	BLACK	SMALL	12	1	C12610	0986	72
2	156	Each	5.4	Wholesale Price per Each	962880041	516	842629004874	18	1	BLK JERSEY RHNSTN M TANK	BLACK	Medium	12	1	C12610	0986	156
3	156	Each	5.4	Wholesale Price per Each	962880042	516	842629004881	18	1	BLK JERSEY RHNSTN L TANK	BLACK	Large	12	1	C12610	0986	156
4	96	Each	5.4	Wholesale Price per Each	962880043	516	842629004898	18	1	BLK JERSEY RHNSTN XL TANK	BLACK	XLarge	12	1	C12610	0986	96
5	72	Each	5.4	Wholesale Price per Each	962880044	516	842629004829	18	1	WHT JERSEY RHNSTN S TANK	WHITE	SMALL	12	1	C12610	0986	72
6	144	Each	5.4	Wholesale Price per Each	962880045	516	842629004836	18	1	WHT JERSEY RHNSTN M TANK	WHITE	Medium	12	1	C12610	0986	144
7	156	Each	5.4	Wholesale Price per Each	962880046	516	842629004843	18	1	WHT JERSEY RHNSTN L TANK	WHITE	Large	12	1	C12610	0986	156
8	96	Each	5.4	Wholesale Price per Each	962880047	516	842629004850	18	1	WHT JERSEY RHNSTN XL TANK	WHITE	XLarge	12	1	C12610	0986	96

P 00760

Item	Quantity	Unit Price	Extended Price	Tax	Total
			5,119.20		

Total Extended Line 5,119.20
Am

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P 00761

Buyer Name: Mervyn
Date and time: 10/11/2005 3:28:11 AM

Purchase Order

Trans Control No	101299112	Trans Type	Original
PO Type	Delivery Order	PO Number	0982-4262179
PO Date	09/30/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Deser	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Deser	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	10/25/2005	Ship/Deliver Not After	10/28/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0993
Ship to Store Name		Ship to Code	0993
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Deser	Color Deser	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	108	Each	5.4	Wholesale Price per Each	962880040	516	842629004867	18	1	BLK JERSEY RHNSTN S TANK	BLACK	SMALL	12	1	C12610	0993	108
2	216	Each	5.4	Wholesale Price per Each	962880041	516	842629004874	18	1	BLK JERSEY RHNSTN M TANK	BLACK	Medium	12	1	C12610	0993	216
3	204	Each	5.4	Wholesale Price per Each	962880042	516	842629004881	18	1	BLK JERSEY RHNSTN L TANK	BLACK	Large	12	1	C12610	0993	204
4	108	Each	5.4	Wholesale Price per Each	962880043	516	842629004898	18	1	BLK JERSEY RHNSTN XL TANK	BLACK	XLarge	12	1	C12610	0993	108
5	108	Each	5.4	Wholesale Price per Each	962880044	516	842629004829	18	1	WHT JERSEY RHNSTN S TANK	WHITE	SMALL	12	1	C12610	0993	108
6	228	Each	5.4	Wholesale Price per Each	962880045	516	842629004836	18	1	WHT JERSEY RHNSTN M TANK	WHITE	Medium	12	1	C12610	0993	228
7	204	Each	5.4	Wholesale Price per Each	962880046	516	842629004843	18	1	WHT JERSEY RHNSTN L TANK	WHITE	Large	12	1	C12610	0993	204
8	108	Each	5.4	Wholesale Price per Each	962880047	516	842629004850	18	1	WHT JERSEY RHNSTN XL TANK	WHITE	XLarge	12	1	C12610	0993	108

P 00762

Number	Order	Items																		
Total Extended Line			6,933.60		Total Order Qt		1284.0													
Am																				

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Received: Mervyn's
Date and time: 10/11/2005 3:28:11 AM

Purchase Order

Trans Control No 101299112
PO Type Delivery Order
PO Date 09/30/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 10/25/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-4262179
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 10/28/2005

Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0996
Ship to Code 0996
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	216	Each	5.4	Wholesale Price per Each	962880040	516	842629004867	18	1	BLK JERSEY RHNSTN S TANK	BLACK	SMALL	12	1	C12610	0996	216
2	432	Each	5.4	Wholesale Price per Each	962880041	516	842629004874	18	1	BLK JERSEY RHNSTN M TANK	BLACK	Medium	12	1	C12610	0996	432
3	444	Each	5.4	Wholesale Price per Each	962880042	516	842629004881	18	1	BLK JERSEY RHNSTN L TANK	BLACK	Large	12	1	C12610	0996	444
4	192	Each	5.4	Wholesale Price per Each	962880043	516	842629004898	18	1	BLK JERSEY RHNSTN XL TANK	BLACK	XLarge	12	1	C12610	0996	192
5	216	Each	5.4	Wholesale Price per Each	962880044	516	842629004829	18	1	WHT JERSEY RHNSTN S TANK	WHITE	SMALL	12	1	C12610	0996	216
6	432	Each	5.4	Wholesale Price per Each	962880045	516	842629004836	18	1	WHT JERSEY RHNSTN M TANK	WHITE	Medium	12	1	C12610	0996	432
7	444	Each	5.4	Wholesale Price per Each	962880046	516	842629004843	18	1	WHT JERSEY RHNSTN L TANK	WHITE	Large	12	1	C12610	0996	444
8	192	Each	5.4	Wholesale Price per Each	962880047	516	842629004850	18	1	WHT JERSEY RHNSTN XL TANK	WHITE	XLarge	12	1	C12610	0996	192

P 00764

Total Extended Line 13,867.20
Am

Total Order Qt 2568.0

This data set was generated by Ditrans(TM) of DIcentral Corporation

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Received from: Mervyns
Date and time: 10/11/2005 3:28:11 AM

Purchase Order

Trans Control No 101299112
PO Type Delivery Order
PO Date 09/30/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 10/25/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-4262178
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 10/28/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0997
Ship to Code 0997
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	204	Each	5.4	Wholesale Price per Each	962880040	516	842629004867	18	1	BLK JERSEY RHNSTN S TANK	BLACK	SMALL	12	1	C12610	0997	204
2	396	Each	5.4	Wholesale Price per Each	962880041	516	842629004874	18	1	BLK JERSEY RHNSTN M TANK	BLACK	Medium	12	1	C12610	0997	396
3	396	Each	5.4	Wholesale Price per Each	962880042	516	842629004881	18	1	BLK JERSEY RHNSTN L TANK	BLACK	Large	12	1	C12610	0997	396
4	204	Each	5.4	Wholesale Price per Each	962880043	516	842629004898	18	1	BLK JERSEY RHNSTN XL TANK	BLACK	XLarge	12	1	C12610	0997	204
5	204	Each	5.4	Wholesale Price per Each	962880044	516	842629004829	18	1	WHT JERSEY RHNSTN S TANK	WHITE	SMALL	12	1	C12610	0997	204
6	396	Each	5.4	Wholesale Price per Each	962880045	516	842629004836	18	1	WHT JERSEY RHNSTN M TANK	WHITE	Medium	12	1	C12610	0997	396
7	396	Each	5.4	Wholesale Price per Each	962880046	516	842629004843	18	1	WHT JERSEY RHNSTN L TANK	WHITE	Large	12	1	C12610	0997	396
8	204	Each	5.4	Wholesale Price per Each	962880047	516	842629004850	18	1	WHT JERSEY RHNSTN XL TANK	WHITE	XLarge	12	1	C12610	0997	204

Number of Line Items 8

Total Extended Line 12 960 00

Total Order Qty 2400.0

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Received from: Mervyns
Date and time: 10/5/2005 9:28:10 PM

Purchase Order

Trans Control No 101295075
PO Type Blanket Order
PO Date 10/05/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis DateType Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 10/25/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PD Type POST-DISTRO

Trans Type Original
PO Number 0962-6184652
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 10/28/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0911
Ship to Code 0911
Ship to Store City
Ship to Store Zipcode
Release No

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	600	Each	9.25	Wholesale Price per Each	962880020	630	842629004584	28	1	BLK DRAP NCK TOP S	BLACK	SMALL	12	1	C12610	0911	600
2	1200	Each	9.25	Wholesale Price per Each	962880021	630	842629004591	28	1	BLK DRAP NCK TOP M	BLACK	Medium	12	1	C12610	0911	1200
3	1200	Each	9.25	Wholesale Price per Each	962880022	630	842629004607	28	1	BLK DRAP NCK TOP L	BLACK	Large	12	1	C12610	0911	1200
4	600	Each	9.25	Wholesale Price per Each	962880023	630	842629004614	28	1	BLK DRAP NCK TOP XL	BLACK	XLarge	12	1	C12610	0911	600

Number of Line Items 4
Total Extended Line 33,300.00
tm

Total Order Qty 3600.0

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P 00762

Received from: Merryns
Date and time: 10/12/2005 9:57:48 AM

Purchase Order

Trans Control No 101300873
PO Type Delivery Order
PO Date 10/05/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 10/25/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Merryn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-6184652
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 10/28/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0986
Ship to Code 0986
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	108	Each	9.25	Wholesale Price per Each	962880020	630	842629004584	28	1	BLK DRAP NCK TOP S	BLACK	SMALL	12	1	C12610	0986	108
2	204	Each	9.25	Wholesale Price per Each	962880021	630	842629004591	28	1	BLK DRAP NCK TOP M	BLACK	Medium	12	1	C12610	0986	204
3	204	Each	9.25	Wholesale Price per Each	962880022	630	842629004607	28	1	BLK DRAP NCK TOP L	BLACK	Large	12	1	C12610	0986	204
4	96	Each	9.25	Wholesale Price per Each	962880023	630	842629004614	28	1	BLK DRAP NCK TOP XL	BLACK	XLarge	12	1	C12610	0986	96

umber of Line Items 4
otal Extended Line 5,661.00
m

Total Order Qt 612.0

This data set was generated by Ditrans(TM) of Dicentral Corporation

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P 00769

Received from: Mervyns
Date and time: 10/12/2005 9:57:48 AM

Purchase Order

Trans Control No 101300873
PO Type Delivery Order
PO Date 10/05/2005
Vendor No 0086423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 10/25/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-6184652
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 10/28/2005

Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0993
Ship to Code 0993
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	108	Each	9.25	Wholesale Price per Each	962880020	630	842629004584	28	1	BLK DRAP NCK TOP S	BLACK	SMALL	12	1	C12610	0993	108
2	228	Each	9.25	Wholesale Price per Each	962880021	630	842629004591	28	1	BLK DRAP NCK TOP M	BLACK	Medium	12	1	C12610	0993	228
3	204	Each	9.25	Wholesale Price per Each	962880022	630	842629004607	28	1	BLK DRAP NCK TOP L	BLACK	Large	12	1	C12610	0993	204
4	108	Each	9.25	Wholesale Price per Each	962880023	630	842629004614	28	1	BLK DRAP NCK TOP XL	BLACK	XLarge	12	1	C12610	0993	108

Number of Line Items 4
Total Extended Line 5,994.00
m

Total Order Qty 648.0

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Received from: Mervyns
 Date and time: 10/12/2005 9:57:48 AM

Purchase Order

Trans Control No	101300873	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-6184652
PO Date	10/05/2005	Department No	962
Vendor No	0068423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	10/25/2005	Ship/Deliver Not After	10/28/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0996
Ship to Store Name		Ship to Code	0998
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln to	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	156	Each	9.25	Wholesale Price per Each	962880020	630	842629004584	28	1	BLK DRAP NCK TOP S	BLACK	SMALL	12	1	C12610	0996	156
	336	Each	9.25	Wholesale Price per Each	962880021	630	842629004591	28	1	BLK DRAP NCK TOP M	BLACK	Medium	12	1	C12610	0996	336
	336	Each	9.25	Wholesale Price per Each	962880022	630	842629004607	28	1	BLK DRAP NCK TOP L	BLACK	Large	12	1	C12610	0996	336
	144	Each	9.25	Wholesale Price per Each	962880023	630	842629004614	28	1	BLK DRAP NCK TOP XL	BLACK	XLarge	12	1	C12610	0996	144

Number of Line Items 4
 Total Extended Line 8,991.00
 n

Total Order Qty 972.0

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P 00771

Date and time: 10/12/2005 9:57:48 AM

Purchase Order

Trans Control No 101300873
 PO Type Delivery Order
 PO Date 10/05/2005
 Vendor No 0066423
 Promotion Code
 Guest Contact
 FOB Descr COMPTON CA
 Special Order Type
 Terms Basis Date Type Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not Before 10/25/2005
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-6184652
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 10/28/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0997
 Ship to Code 0997
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	228	Each	9.25	Wholesale Price per Each	962880020	630	842629004584	28	1	BLK DRAP NCK TOP S	BLACK	SMALL	12	1	C12610	0997	228
2	432	Each	9.25	Wholesale Price per Each	962880021	630	842629004591	28	1	BLK DRAP NCK TOP M	BLACK	Medium	12	1	C12610	0997	432
3	456	Each	9.25	Wholesale Price per Each	962880022	630	842629004607	28	1	BLK DRAP NCK TOP L	BLACK	Large	12	1	C12610	0997	456
4	252	Each	9.25	Wholesale Price per Each	962880023	630	842629004614	28	1	BLK DRAP NCK TOP XL	BLACK	XLarge	12	1	C12610	0997	252

Number of Line Items 4
 Total Extended Line 12,654.00
 m

Total Order Qt 1368.0

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P 00772

Order Form: 10/5/2005 9:28:09 PM

Purchase Order

Trans Control No 101295093
 PO Type Blanket Order
 PO Date 10/05/2005
 Vendor No 0066423
 Promotion Code
 Guest Contact
 FOB Descr COMPTON CA
 Special Order Type
 Terms Basis Date Type Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not Before 10/10/2005
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-7425991
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 10/14/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0911
 Ship to Code 0911
 Ship to Store City
 Ship to Store Zipcode
 Release No

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No Qty
1	696	Each	12	Wholesale Price per Each	962880012	608	842629004409	36	1	BLKPLM PRNT CHRM S SKRT	BLACK PLUM	SMALL	12	1	C12610	0911	696
2	1404	Each	12	Wholesale Price per Each	962880013	608	842629004416	36	1	BLKPLM PRNT CHRM M SKRT	BLACK PLUM	Medium	12	1	C12610	0911	1404
3	1404	Each	12	Wholesale Price per Each	962880014	608	842629004423	36	1	BLKPLM PRNT CHRM L SKRT	BLACK PLUM	Large	12	1	C12610	0911	1404
4	696	Each	12	Wholesale Price per Each	962880015	608	842629004430	36	1	BLKPLM PRNT CHRM XL SKRT	BLACK PLUM	XLarge	12	1	C12610	0911	696

Number of Line Items 4
 Total Extended Line 50,400.00
 m

Total Order Qt 4200.0

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Received from: Mervyn's
Date and time: 10/7/2005 3:28:10 AM

Purchase Order

Trans Control No 101296710
PO Type Delivery Order
PO Date 10/05/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 10/10/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-7425991
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 10/14/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0986
Ship to Code 0986
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	156	Each	12	Wholesale Price per Each	962880012	608	842629004409	36	1	BLKPLM PRNT CHR M S SKRT	BLACK PLUM	SMALL	12	1	C12610	0986	156
2	276	Each	12	Wholesale Price per Each	962880013	608	842629004416	36	1	BLKPLM PRNT CHR M L SKRT	BLACK PLUM	Medium	12	1	C12610	0986	276
3	264	Each	12	Wholesale Price per Each	962880014	608	842629004423	36	1	BLKPLM PRNT CHR M L SKRT	BLACK PLUM	Large	12	1	C12610	0986	264
4	144	Each	12	Wholesale Price per Each	962880015	608	842629004430	36	1	BLKPLM PRNT CHR M XL SKRT	BLACK PLUM	XLarge	12	1	C12610	0986	144

Number of Line Items 4
Total Extended Line 10,080.00
am

Total Order Qty 840.0

This data set was generated by Ditrans(TM) of Dicentral Corporation

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P 007721

Received from: Mervyns
Date and time: 10/7/2005 3:28:10 AM

Purchase Order

Trans Control No	101296710	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-7425991
PO Date	10/05/2005	Department No	962
Vendor No	0086423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date/Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	10/10/2005	Ship/Deliver Not After	10/14/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0993
Ship to Store Name		Ship to Code	0993
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	144	Each	12	Wholesale Price per Each	962880012	608	842629004409	36	1	BLKPLM PRNT CHRMS SKRT	BLACK PLUM	SMALL	12	1	C12610	0993	144
2	288	Each	12	Wholesale Price per Each	962880013	608	842629004416	36	1	BLKPLM PRNT CHRMS SKRT	BLACK PLUM	Medium	12	1	C12610	0993	288
3	264	Each	12	Wholesale Price per Each	962880014	608	842629004423	36	1	BLKPLM PRNT CHRMS SKRT	BLACK PLUM	Large	12	1	C12610	0993	264
4	168	Each	12	Wholesale Price per Each	962880015	608	842629004430	36	1	BLKPLM PRNT CHRMS XL SKRT	BLACK PLUM	XLarge	12	1	C12610	0993	168

Number of Line Items 4
Total Extended Line 10,368.00
Am

Total Order Qt 864.0

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D 00775

Received from: Mervyns
Date and time: 10/7/2005 3:28:10 AM

Purchase Order

Trans Control No	101295710	Trans Type	Original
PO Type	Delivery Order	PO Number	0982-7425991
PO Date	10/05/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis DateType	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	10/10/2005	Ship/Deliver Not After	10/14/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0996
Ship to Store Name		Ship to Code	0996
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	180	Each	12	Wholesale Price per Each	962880012	608	842629004409	36	1	BLKPLM PRNT CHRM S SKRT	BLACK PLUM	SMALL	12	1	C12610	0996	180
2	396	Each	12	Wholesale Price per Each	962880013	608	842629004416	36	1	BLKPLM PRNT CHRM M SKRT	BLACK PLUM	Medium	12	1	C12610	0996	396
3	432	Each	12	Wholesale Price per Each	962880014	608	842629004423	36	1	BLKPLM PRNT CHRM L SKRT	BLACK PLUM	Large	12	1	C12610	0996	432
4	156	Each	12	Wholesale Price per Each	962880015	608	842629004430	36	1	BLKPLM PRNT CHRM XL SKRT	BLACK PLUM	XLarge	12	1	C12610	0996	156

Number of Line Items 4
Total Extended Line 13,968.00
m

Total Order Qt 1164.0

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Received from: Meivyns
Date and time: 10/7/2005 3:28:10 AM

Purchase Order

Trans Control No 101296710
PO Type Delivery Order
PO Date 10/05/2005
Vendor No 0068423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis DateType Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 10/10/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-7425991
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 10/14/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0997
Ship to Code 0997
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	216	Each	12	Wholesale Price per Each	962880012	608	842629004409	36	1	BLKPLM PRNT CHRMS SKRT	BLACK PLUM	SMALL	12	1	C12610	0997	216
2	444	Each	12	Wholesale Price per Each	962880013	608	842629004416	36	1	BLKPLM PRNT CHRMS SKRT	BLACK PLUM	Medium	12	1	C12610	0997	444
3	444	Each	12	Wholesale Price per Each	962880014	608	842629004423	36	1	BLKPLM PRNT CHRMS SKRT	BLACK PLUM	Large	12	1	C12610	0997	444
4	228	Each	12	Wholesale Price per Each	962880015	608	842629004430	36	1	BLKPLM PRNT CHRMS XL SKRT	BLACK PLUM	XLarge	12	1	C12610	0997	228

Number of Line Items 4
Total Extended Line 15,984.00
m

Total Order Qt 1332.0

This data set was generated by Ditrans(TM) of DIcontral Corporation

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Received from: Mervyns
Date and time: 10/11/2005 3:28:11 AM

Purchase Order

Trans Control No 101298215
PO Type Delivery Order
PO Date 09/30/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis DateType Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 10/25/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-8797450
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 10/28/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0986
Ship to Code 0986
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	528	Each	10.8	Wholesale Price per Each	962880028	506	842629004706	36	1	PNK CROP JKT W RHNSTN S	PINK	SMALL	12	1	C12610	0986	60
2	1068	Each	10.8	Wholesale Price per Each	962880029	506	842629004713	36	1	PNK CROP JKT W RHNSTN M	PINK	Medium	12	1	C12610	0986	120
3	1068	Each	10.8	Wholesale Price per Each	962880030	506	842629004720	36	1	PNK CROP JKT W RHNSTN L	PINK	Large	12	1	C12610	0986	120
4	528	Each	10.8	Wholesale Price per Each	962880031	506	842629004737	36	1	PNK CROP JKT W RHNSTN XL	PINK	XLarge	12	1	C12610	0986	72
5	528	Each	9.6	Wholesale Price per Each	962880036	506-3	842629004782	32	1	PNK PANT W RHNSTN S	PINK	SMALL	12	1	C12610	0986	60
	1068	Each	9.6	Wholesale Price per Each	962880037	506-3	842629004799	32	1	PNK PANT W RHNSTN M	PINK	Medium	12	1	C12610	0986	108
	1068	Each	9.6	Wholesale Price per Each	962880038	506-3	842629004805	32	1	PNK PANT W RHNSTN L	PINK	Large	12	1	C12610	0986	120
	528	Each	9.6	Wholesale Price per Each	962880039	506-3	842629004812	32	1	PNK PANT W RHNSTN XL	PINK	XLarge	12	1	C12610	0986	72

Number of Line Items 8
Total Extended Line 65,116.80
Am

Total Order Qt 6384.0

This data set was generated by Ditrans(TM) of Dlcentral Corporation

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Received from: Mervyns
Date and time: 10/11/2005 3:28:11 AM

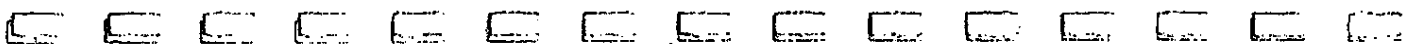
Purchase Order

Trans Control No 101299215
PO Type Delivery Order
PO Date 09/30/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis DateType Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 10/25/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-8797450
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 10/28/2005

Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0986
Ship to Code 0986
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	60	Each	10.8	Wholesale Price per Each	962880028	506	842629004706	36	1	PNK CROP JKT W RHNSTN S	PINK	SMALL	12	1	C12610	0986	60
2	120	Each	10.8	Wholesale Price per Each	962880029	506	842629004713	36	1	PNK CROP JKT W RHNSTN M	PINK	Medium	12	1	C12610	0986	120
3	120	Each	10.8	Wholesale Price per Each	962880030	506	842629004720	36	1	PNK CROP JKT W RHNSTN L	PINK	Large	12	1	C12610	0986	120
4	72	Each	10.8	Wholesale Price per Each	962880031	506	842629004737	36	1	PNK CROP JKT W RHNSTN XL	PINK	XLarge	12	1	C12610	0986	72
5	60	Each	9.6	Wholesale Price per Each	962880036	506-3	842629004782	32	1	PNK PANT W RHNSTN S	PINK	SMALL	12	1	C12610	0986	60
6	108	Each	9.6	Wholesale Price per Each	962880037	506-3	842629004799	32	1	PNK PANT W RHNSTN M	PINK	Medium	12	1	C12610	0986	108
7	120	Each	9.6	Wholesale Price per Each	962880038	506-3	842629004805	32	1	PNK PANT W RHNSTN L	PINK	Large	12	1	C12610	0986	120
8	72	Each	9.6	Wholesale Price per Each	962880039	506-3	842629004812	32	1	PNK PANT W RHNSTN XL	PINK	XLarge	12	1	C12610	0986	72



Number of Line Items 8
Total Extended Line 7,473.60
Am

Total Order Qt 732.0

This data set was generated by Ditrans(TM) of Dlcentral Corporation

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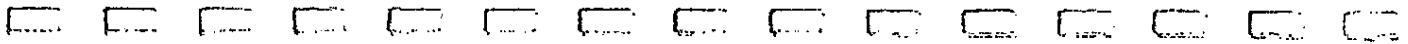
Received from: Mervyns
Date and time: 10/11/2005 3:28:11 AM

Purchase Order

Trans Control No 101299215
PO Type Delivery Order
PO Date 09/30/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 10/25/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-8797450
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 10/28/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0993
Ship to Code 0993
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	96	Each	10.8	Wholesale Price per Each	962880028	506	842629004706	36	1	PNK CROP JKT W RHNSTN S	PINK	SMALL	12	1	C12610	0993	96
2	192	Each	10.8	Wholesale Price per Each	962880029	506	842629004713	36	1	PNK CROP JKT W RHNSTN M	PINK	Medium	12	1	C12610	0993	192
3	180	Each	10.8	Wholesale Price per Each	962880030	506	842629004720	36	1	PNK CROP JKT W RHNSTN L	PINK	Large	12	1	C12610	0993	180
4	96	Each	10.8	Wholesale Price per Each	962880031	506	842629004737	36	1	PNK CROP JKT W RHNSTN XL	PINK	XLarge	12	1	C12610	0993	96
5	96	Each	9.6	Wholesale Price per Each	962880036	506-3	842629004782	32	1	PNK PANT W RHNSTN S	PINK	SMALL	12	1	C12610	0993	96
6	204	Each	9.6	Wholesale Price per Each	962880037	506-3	842629004799	32	1	PNK PANT W RHNSTN M	PINK	Medium	12	1	C12610	0993	204
7	168	Each	9.6	Wholesale Price per Each	962880038	506-3	842629004805	32	1	PNK PANT W RHNSTN L	PINK	Large	12	1	C12610	0993	168
8	96	Each	9.6	Wholesale Price per Each	962880039	506-3	842629004812	32	1	PNK PANT W RHNSTN XL	PINK	XLarge	12	1	C12610	0993	96



Number of Line Items 8

Total Extended Line 11,505.60
Am

Total Order Qt 1128.0

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Received from: Mervyns
Date and time: 10/11/2005 3:28:11 AM

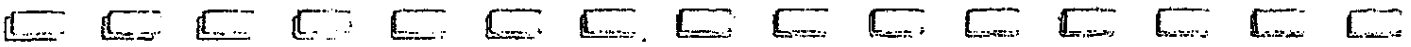
Purchase Order

Trans Control No 101299215
PO Type Delivery Order
PO Date 09/30/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis DateType Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 10/25/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-8797450
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Safe Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 10/28/2005

Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0996
Ship to Code 0996
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	192	Each	10.8	Wholesale Price per Each	962880028	506	842629004706	36	1	PNK CROP JKT W RHNSTN S	PINK	SMALL	12	1	C12610	0996	192
2	408	Each	10.8	Wholesale Price per Each	962880029	506	842629004713	36	1	PNK CROP JKT W RHNSTN M	PINK	Medium	12	1	C12610	0996	408
3	420	Each	10.8	Wholesale Price per Each	962880030	506	842629004720	36	1	PNK CROP JKT W RHNSTN L	PINK	Large	12	1	C12610	0996	420
4	168	Each	10.8	Wholesale Price per Each	962880031	506	842629004737	36	1	PNK CROP JKT W RHNSTN XL	PINK	XLarge	12	1	C12610	0996	168
5	192	Each	9.6	Wholesale Price per Each	962880036	506-3	842629004782	32	1	PNK PANT W RHNSTN S	PINK	SMALL	12	1	C12610	0996	192
6	396	Each	9.6	Wholesale Price per Each	962880037	506-3	842629004799	32	1	PNK PANT W RHNSTN M	PINK	Medium	12	1	C12610	0996	396
7	420	Each	9.6	Wholesale Price per Each	962880038	506-3	842629004805	32	1	PNK PANT W RHNSTN L	PINK	Large	12	1	C12610	0996	420
8	168	Each	9.6	Wholesale Price per Each	962880039	506-3	842629004812	32	1	PNK PANT W RHNSTN XL	PINK	XLarge	12	1	C12610	0996	168



Number of Line Items 8
Total Extended Line 24,120.00
Am

Total Order Qt 2364.0

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Received from: Mervyns
Date and time: 10/11/2005 3:28:11 AM

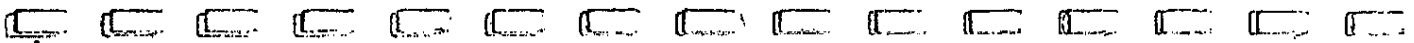
Purchase Order

Trans Control No 101299215
PO Type Delivery Order
PO Date 09/30/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 10/25/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-8797450
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 10/28/2005

Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0997
Ship to Code 0997
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
180	Each	10.8	Wholesale Price per Each	962880028	508	842629004708	36	1	1	PNK CROP JKT W RHNSTN S	PINK	SMALL	12	1	C12610	0997	180
348	Each	10.8	Wholesale Price per Each	962880029	508	842629004713	36	1	1	PNK CROP JKT W RHNSTN M	PINK	Medium	12	1	C12610	0997	348
348	Each	10.8	Wholesale Price per Each	962880030	508	842629004720	36	1	1	PNK CROP JKT W RHNSTN L	PINK	Large	12	1	C12610	0997	348
192	Each	10.8	Wholesale Price per Each	962880031	508	842629004737	36	1	1	PNK CROP JKT W RHNSTN XL	PINK	XLarge	12	1	C12610	0997	192
180	Each	9.8	Wholesale Price per Each	962880036	506-3	842629004782	32	1	1	PNK PANT W RHNSTN S	PINK	SMALL	12	1	C12610	0997	180
360	Each	9.8	Wholesale Price per Each	962880037	506-3	842629004799	32	1	1	PNK PANT W RHNSTN M	PINK	Medium	12	1	C12610	0997	360
360	Each	9.8	Wholesale Price per Each	962880038	506-3	842629004805	32	1	1	PNK PANT W RHNSTN L	PINK	Large	12	1	C12610	0997	360
192	Each	9.8	Wholesale Price per Each	962880039	506-3	842629004812	32	1	1	PNK PANT W RHNSTN XL	PINK	XLarge	12	1	C12610	0997	192



Number of Line items 8
Total Extended Line 22,017.60
Am

Total Order Qt 2160.0

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Received from: Mervyns
Date and time: 10/5/2005 9:28:11 PM

Purchase Order

Trans Control No 101295123
PO Type Blanket Order
PO Date 10/05/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis DateType Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 10/25/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-9970934
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 10/28/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0911
Ship to Code 0911
Ship to Store City
Ship to Store Zipcode
Release No

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	348	Each	10.75	Wholesale Price per Each	962880006	612	842629004447	34	1	BLK BGLN PNT W/BOW 3	BLACK	3	12	1	C12610	0911	348
2	696	Each	10.75	Wholesale Price per Each	962880007	612	842629004454	34	1	BLK BGLN PNT W/BOW 5	BLACK	5	12	1	C12610	0911	696
3	1056	Each	10.75	Wholesale Price per Each	962880008	612	842629004461	34	1	BLK BGLN PNT W/BOW 7	BLACK	7	12	1	C12610	0911	1056
4	1056	Each	10.75	Wholesale Price per Each	962880009	612	842629004478	34	1	BLK BGLN PNT W/BOW 9	BLACK	9	12	1	C12610	0911	1056
5	696	Each	10.75	Wholesale Price per Each	962880010	612	842629004485	34	1	BLK BGLN PNT W/BOW 11	BLACK	11	12	1	C12610	0911	696
6	348	Each	10.75	Wholesale Price per Each	962880011	612	842629004492	34	1	BLK BGLN PNT W/BOW 13	BLACK	13	12	1	C12610	0911	348

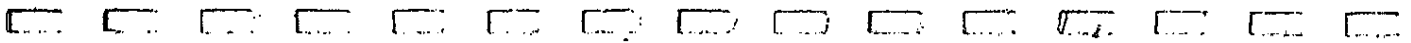
Number of Line Items 6

Total Extended Line 45,150.00

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Total Order Ct

4200.0



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Received from: Mervyns
Date and time: 10/12/2005 9:55:56 AM

Purchase Order

Trans Control No 101300913
PO Type Delivery Order
PO Date 10/05/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 10/25/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-9970934
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 10/28/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0986
Ship to Code 0986
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	84	Each	10.75	Wholesale Price per Each	962880006	612	842629004447	34	1	BLK BGLN PNT W/BOW 3	BLACK	3	12	1	C12610	0986	84
2	168	Each	10.75	Wholesale Price per Each	962880007	612	842629004454	34	1	BLK BGLN PNT W/BOW 5	BLACK	5	12	1	C12610	0986	168
3	228	Each	10.75	Wholesale Price per Each	962880008	612	842629004461	34	1	BLK BGLN PNT W/BOW 7	BLACK	7	12	1	C12610	0986	228
4	204	Each	10.75	Wholesale Price per Each	962880009	612	842629004478	34	1	BLK BGLN PNT W/BOW 9	BLACK	9	12	1	C12610	0986	204
5	156	Each	10.75	Wholesale Price per Each	962880010	612	842629004485	34	1	BLK BGLN PNT W/BOW 11	BLACK	11	12	1	C12610	0986	156
6	72	Each	10.75	Wholesale Price per Each	962880011	612	842629004492	34	1	BLK BGLN PNT W/BOW 13	BLACK	13	12	1	C12610	0986	72

Number of Line Items 6
Total Extended Line 9,804.00
Ln

Total Order Qt 912.0

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Received from: Mervyns.
Date and time: 10/12/2005 9:55:56 AM

Purchase Order

Trans Control No 101300913
PO Type Delivery Order
PO Date 10/05/2005
Vendor No 0066423

Promotion Code
Guest Contact
FOB Descr COMPTON CA

Special Order Type
Terms Basis Date Type Delivery Date

Terms Disc Days Due
Ship/Deliver Not Before 10/25/2005

Promotion Start

Routing Code USE READY TO SHIP WEB

Instruction Type

Buyer Name

Ship to Store Name

Ship to Store Address

Ship to Store State

Terms Net Days

Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-9970934
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 10/28/2005

Routing Code Type Assign by Buyer

Transport Type

Instruction

Buyer Store No 0993

Ship to Code 0993

Ship to Store City

Ship to Store Zipcode

Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	72	Each	10.75	Wholesale Price per Each	962880006	612	842629004447	34	1	BLK BGLN PNT W/BOW 3	BLACK	3	12	1	C12610	0993	72
2	144	Each	10.75	Wholesale Price per Each	962880007	612	842629004454	34	1	BLK BGLN PNT W/BOW 5	BLACK	5	12	1	C12610	0993	144
3	204	Each	10.75	Wholesale Price per Each	962880008	612	842629004461	34	1	BLK BGLN PNT W/BOW 7	BLACK	7	12	1	C12610	0993	204
4	216	Each	10.75	Wholesale Price per Each	962880009	612	842629004478	34	1	BLK BGLN PNT W/BOW 9	BLACK	9	12	1	C12610	0993	216
5	132	Each	10.75	Wholesale Price per Each	962880010	612	842629004485	34	1	BLK BGLN PNT W/BOW 11	BLACK	11	12	1	C12610	0993	132
6	60	Each	10.75	Wholesale Price per Each	962880011	612	842629004492	34	1	BLK BGLN PNT W/BOW 13	BLACK	13	12	1	C12610	0993	60

Number of Line Items 6

Total Extended Line 8,901.00

un

Total Order Qt

828.0

P 00792

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Received from: Mervyns
Date and time: 10/12/2006 9:55:56 AM

Purchase Order

Trans Control No 101300913
PO Type Delivery Order
PO Date 10/05/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr COMPTON CA
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 10/25/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-9970934
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 10/28/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0996
Ship to Code 0996
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	84	Each	10.75	Wholesale Price per Each	962880006	612	842629004447	34	1	BLK BGLN PNT W/BOW 3	BLACK	3	12	1	C12610	0996	84
2	180	Each	10.75	Wholesale Price per Each	962880007	612	842629004454	34	1	BLK BGLN PNT W/BOW 5	BLACK	5	12	1	C12610	0996	180
3	300	Each	10.75	Wholesale Price per Each	962880008	612	842629004461	34	1	BLK BGLN PNT W/BOW 7	BLACK	7	12	1	C12610	0996	300
4	288	Each	10.75	Wholesale Price per Each	962880009	612	842629004478	34	1	BLK BGLN PNT W/BOW 9	BLACK	9	12	1	C12610	0996	288
5	192	Each	10.75	Wholesale Price per Each	962880010	612	842629004485	34	1	BLK BGLN PNT W/BOW 11	BLACK	11	12	1	C12610	0996	192
6	96	Each	10.75	Wholesale Price per Each	962880011	612	842629004492	34	1	BLK BGLN PNT W/BOW 13	BLACK	13	12	1	C12610	0996	96

Number of Line Items 6
Total Extended Line 12,255.00
m

Total Order Qt 1140.0

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Received from: Mervyns
Date and time: 10/12/2005 9:55:56 AM

Purchase Order

Trans Control No	101300913	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-9970934
PO Date	10/05/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis DateType Delivery Date		Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	10/25/2005	Ship/Deliver Not After	10/28/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0997
Ship to Store Name		Ship to Code	0997
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	108	Each	10.75	Wholesale Price per Each	962880006	612	842629004447	34	1	BLK BGLN PNT WBOW 3	BLACK	3	12	1	C12610	0997	108
2	204	Each	10.75	Wholesale Price per Each	962880007	612	842629004454	34	1	BLK BGLN PNT WBOW 6	BLACK	6	12	1	C12610	0997	204
3	324	Each	10.75	Wholesale Price per Each	962880008	612	842629004461	34	1	BLK BGLN PNT WBOW 7	BLACK	7	12	1	C12610	0997	324
4	348	Each	10.75	Wholesale Price per Each	962880009	612	842629004478	34	1	BLK BGLN PNT WBOW 9	BLACK	9	12	1	C12610	0997	348
5	216	Each	10.75	Wholesale Price per Each	962880010	612	842629004485	34	1	BLK BGLN PNT WBOW 11	BLACK	11	12	1	C12610	0997	216
6	120	Each	10.75	Wholesale Price per Each	962880011	612	842629004492	34	1	BLK BGLN PNT WBOW 13	BLACK	13	12	1	C12610	0997	120

Number of Line Items 6
Total Extended Line 14,190.00
M

Total Order Qt 1320.0

Received from: Mervyns
to and time: 7/12/2005 3:28:19 AM

Purchase Order

Trans Control No	101220647	Trans Type	Original
Order Type	Delivery Order	PO Number	0962-9413282
Order Date	07/06/2005	Department No	962
Order No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Order Code		Guest Name	
Order Contact		FOB Point	Origin
Order Descr	COMPTON CA	Sale Req Type	No Back Order
Order Type		Terms Type	Basic
Order Basis Date Type	Delivery Date	Terms Disc Percent	
Order Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Order Ship/Deliver Not	07/25/2005	Ship/Deliver Not After	07/29/2005
Order Start		Routing Code Type	Assign by Buyer
Order Code	USE READY TO SHIP WEB	Transport Type	
Order Instruction Type		Instruction	
Order Name		Buyer Store No	0993
Order Ship to Store Name		Ship to Code	0993
Order Ship to Store Address		Ship to Store City	
Order Ship to Store State		Ship to Store Zipcode	
Order Net Days		Release No	0001
Order PO Type	POST-DISTRO		

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
552	Each	9	Wholesale Price per Each	962881116	210	842629000234	28	1	WVN CAMI TNK TOP 7/30 S-XL	OFF WHITE		1	12	C12610	0993	552

Number of Line Items 1
Total Extended Line 4,968.00

Total Order Qt 552.0

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P 00994

elved from: Mervyns
e and time: 7/12/2005 3:28:19 AM

Purchase Order

ns Control No	101220647	Trans Type	Original
Type	Delivery Order	PO Number	0062-9413282
Date	07/06/2005	Department No	962
Idor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
motion Code		Guest Name	
st Contact		FOB Point	Origin
3 Descr	COMPTON CA	Sale Req Type	No Back Order
ical Order Type		Terms Type	Basic
ns Basis Date Type	Delivery Date	Terms Disc Percent	
ns Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
p/Deliver Not	07/25/2005	Ship/Deliver Not After	07/29/2005
ore			
motion Start		Routing Code Type	Assign by Buyer
rling Code	USE READY TO SHIP WEB	Transport Type	
truction Type		Instruction	
er Name		Buyer Store No	0996
p to Store Name		Ship to Code	0996
p to Store Address		Ship to Store City	
p to Store State		Ship to Store Zipcode	
ns Net Days		Release No	0001
rvyn PO Type	POST-DISTRO		

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1128	Each	9	Wholesale Price per Each	962881116	210	842629000234	28	1	WVN CAMI TNK TOP 7/30 S-XL	OFF WHITE		1	12	C12610	0996	1128

mber of Line Items 1
al Extended Line 10,152.00

Total Order Qt 1128.0

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P 00995

Received from: Mervyns
 Date and time: 7/12/2005 3:28:19 AM

Purchase Order

Trans Control No	101220647	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-9413282
PO Date	07/06/2005	Department No	962
Vendor No	0068423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
OB Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%VWH
Ship/Deliver Not before	07/25/2005	Ship/Deliver Not After	07/29/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0997
Ship to Store Name		Ship to Code	0997
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Line No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Unit Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
936	Each	9		Wholesale Price per Each	962881116	210	842629000234	28	1	WVN CAMI TNK TOP 7/30 S- XL	OFF WHITE		1	12	C12810	0997	936

Number of Line Items 1
 Total Extended Line 8,424.00

Total Order Qt 936.0

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P 00996

ived from: Mervyns
and time: 8/8/2005 7:28:25 PM

Purchase Order

Control No 101244294
Type Blanket Order
Date 08/08/2005
For No 0086423
Location Code
Contact
Descr COMPTON CA
Special Order Type
Basis Date Type Delivery Date
Disc Days Due
Deliver Not 08/25/2005
re
Location Start
ting Code USE READY TO SHIP WEB
uction Type
or Name
to Store Name
to Store Address
to Store State
ns Net Days
vyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-0657238
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 08/30/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0911
Ship to Code 0911
Ship to Store City
Ship to Store Zipcode
Release No

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
84	Each	14.5	Wholesale Price per Each	962881126	216	842629002979	40	1	DENIM PKTS W FLAP 8/30 JEAN 3	DENIM	3	12	1	C12610	0911	84
168	Each	14.5	Wholesale Price per Each	962881127	216	842629002986	40	1	DENIM PKTS W FLAP 8/30 JEAN 5	DENIM	5	12	1	C12610	0911	168
240	Each	14.5	Wholesale Price per Each	962881128	216	842629002993	40	1	DENIM PKTS W FLAP 8/30 JEAN 7	DENIM	7	12	1	C12610	0911	240
240	Each	14.5	Wholesale Price per Each	962881129	216	842629003006	40	1	DENIM PKTS W FLAP 8/30 JEAN 9	DENIM	9	12	1	C12610	0911	240
168	Each	14.5	Wholesale Price per Each	962881130	216	842629003013	40	1	DENIM PKTS W FLAP 8/30 JEAN 11	DENIM	11	12	1	C12610	0911	168
84	Each	14.5	Wholesale Price per Each	962881131	216	842629003020	40	1	DENIM PKTS W FLAP 8/30 JEAN 13	DENIM	13	12	1	C12610	0911	84

Number of Line Items 6
Total Extended Line 14,268.00

Total Order Qty 984.0

P 00997



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Received from: Mervyns
 Date and time: 8/10/2005 10:08:45 AM

Purchase Order

Line Control No 101245655
 Order Type Delivery Order
 Order Date 08/08/2005
 Order No 0066423
 Promotion Code
 Order Contact
 Order Descr COMPTON CA
 Order Type
 Order Basis Date Type Delivery Date
 Order Disc Days Due
 Order/Deliver Not 08/25/2005
 Order
 Order Start
 Order Code USE READY TO SHIP WEB
 Order Type
 Order Name
 Order to Store Name
 Order to Store Address
 Order to Store State
 Order Net Days
 Order PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-9667238
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sales Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 08/30/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0986
 Ship to Code 0986
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
12	Each	14.5	Wholesale Price per Each	962881126	216	842629002979	40	1	DENIM PKTS W FLAP 8/30 JEAN 3	DENIM	3	12	1	C12610	0986	12
36	Each	14.5	Wholesale Price per Each	962881127	216	842629002986	40	1	DENIM PKTS W FLAP 8/30 JEAN 5	DENIM	5	12	1	C12610	0986	36
48	Each	14.5	Wholesale Price per Each	962881128	216	842629002993	40	1	DENIM PKTS W FLAP 8/30 JEAN 7	DENIM	7	12	1	C12610	0986	48
48	Each	14.5	Wholesale Price per Each	962881129	216	842629003006	40	1	DENIM PKTS W FLAP 8/30 JEAN 9	DENIM	9	12	1	C12610	0986	48
36	Each	14.5	Wholesale Price per Each	962881130	216	842629003013	40	1	DENIM PKTS W FLAP 8/30 JEAN 11	DENIM	11	12	1	C12610	0986	36
12	Each	14.5	Wholesale Price per Each	962881131	216	842629003020	40	1	DENIM PKTS W FLAP 8/30 JEAN 13	DENIM	13	12	1	C12610	0986	12

Number of Line Items 6
 Total Extended Line 2,784.00

Total Order Qty 192.0

P 00999

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Received from: Mervyns
 Date and time: 8/10/2005 10:08:45 AM

Purchase Order

Trans Control No 101245655
 O Type Delivery Order
 O Date 08/08/2005
 Vendor No 0066423
 Promotion Code
 Guest Contact
 OB Descr COMPTON CA
 Special Order Type
 Terms Basis Date Type Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not 08/25/2005
 Before
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-9657238
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 08/30/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0993
 Ship to Code 0993
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Line No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
12	Each	14.5	Wholesale Price per Each	962881126	216	842629002979	40	1	DENIM PKTS W FLAP 8/30 JEAN 3	DENIM	3	12	1	C12610	0993	12	
24	Each	14.5	Wholesale Price per Each	962881127	216	842629002986	40	1	DENIM PKTS W FLAP 8/30 JEAN 5	DENIM	5	12	1	C12610	0993	24	
36	Each	14.5	Wholesale Price per Each	962881128	216	842629002993	40	1	DENIM PKTS W FLAP 8/30 JEAN 7	DENIM	7	12	1	C12610	0993	36	
36	Each	14.5	Wholesale Price per Each	962881129	216	842629003006	40	1	DENIM PKTS W FLAP 8/30 JEAN 9	DENIM	9	12	1	C12610	0993	36	
24	Each	14.5	Wholesale Price per Each	962881130	216	842629003013	40	1	DENIM PKTS W FLAP 8/30 JEAN 11	DENIM	11	12	1	C12610	0993	24	
12	Each	14.5	Wholesale Price per Each	962881131	216	842629003020	40	1	DENIM PKTS W FLAP 8/30 JEAN 13	DENIM	13	12	1	C12610	0993	12	

Number of Line Items 6
 Total Extended Line 2,088.00

Total Order Qty 144.0

P 01001

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ived from: Mervyns
and time: 8/10/2005 10:08:45 AM

Purchase Order

Control No 101245655
Type Delivery Order
Date 08/08/2005
for No 0068423
notion Code
st Contact
Descr COMPTON CA
al Order Type
ne Basis Date Type Delivery Date
ne Disc Days Due
vDeliver Not 08/25/2005
ne
notion Start
ing Code USE READY TO SHIP WEB
uction Type
er Name
to Store Name
to Store Address
to Store State
ne Net Days
vyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-9657238
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 08/30/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0996
Ship to Code 0996
Ship to Store City
Ship to Store Zipcode
Release No 0001

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
24	Each	14.5	Wholesale Price per Each	962881126	216	842629002979	40	1	DENIM PKTS W FLAP 8/30 JEAN 3	DENIM	3	12	1	C12610	0996	24
48	Each	14.5	Wholesale Price per Each	962881127	216	842629002986	40	1	DENIM PKTS W FLAP 8/30 JEAN 5	DENIM	5	12	1	C12610	0996	48
60	Each	14.5	Wholesale Price per Each	962881128	216	842629002993	40	1	DENIM PKTS W FLAP 8/30 JEAN 7	DENIM	7	12	1	C12610	0996	60
60	Each	14.5	Wholesale Price per Each	962881129	216	842629003006	40	1	DENIM PKTS W FLAP 8/30 JEAN 9	DENIM	9	12	1	C12610	0996	60
48	Each	14.5	Wholesale Price per Each	962881130	216	842629003013	40	1	DENIM PKTS W FLAP 8/30 JEAN 11	DENIM	11	12	1	C12610	0996	48
24	Each	14.5	Wholesale Price per Each	962881131	216	842629003020	40	1	DENIM PKTS W FLAP 8/30 JEAN 13	DENIM	13	12	1	C12610	0996	24

umber of Line Items 6
otal Extended Line 3,828.00

Total Order Qt 264.0

P 01003

This data set was generated by Ditrans(TM) of Dlcentral Corporation

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red from: Mervyns
nd time: 8/10/2005 10:08:45 AM

Purchase Order

Control No 101245655
pe Delivery Order
rte 08/08/2005
or No 0066423
ction Code
: Contact
Descr COMPTON CA
al Order Type
s Basis DateType Delivery Date
s Disc Days Due
Deliver Not 08/25/2005
e
otion Start
ng Code USE READY TO SHIP WEB
ction Type
r Name
to Store Name
to Store Address
to Store State
e Net Days
yn PO Type POST-DISTRO

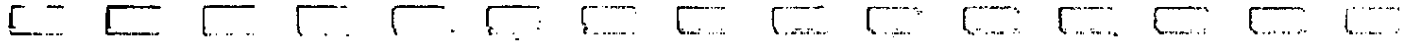
Trans Type Original
PO Number 0962-9657238
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%VH
Ship/Deliver Not After 08/30/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0997
Ship to Code 0997
Ship to Store City
Ship to Store Zipcode
Release No 0001

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
36	Each	14.5	Wholesale Price per Each	962881128	216	842629002979	40	1	DENIM PKTS W FLAP 8/30 JEAN 3	DENIM	3	12	1	C12610	0997	36
60	Each	14.5	Wholesale Price per Each	962881127	216	842629002986	40	1	DENIM PKTS W FLAP 8/30 JEAN 5	DENIM	5	12	1	C12610	0997	60
96	Each	14.5	Wholesale Price per Each	962881128	216	842629002993	40	1	DENIM PKTS W FLAP 8/30 JEAN 7	DENIM	7	12	1	C12610	0997	96
96	Each	14.5	Wholesale Price per Each	962881129	216	842629003008	40	1	DENIM PKTS W FLAP 8/30 JEAN 9	DENIM	9	12	1	C12610	0997	96
60	Each	14.5	Wholesale Price per Each	962881130	216	842629003013	40	1	DENIM PKTS W FLAP 8/30 JEAN 11	DENIM	11	12	1	C12610	0997	60
36	Each	14.5	Wholesale Price per Each	962881131	216	842629003020	40	1	DENIM PKTS W FLAP 8/30 JEAN 13	DENIM	13	12	1	C12610	0997	36

number of Line Items 6
Total Extended Line 5,568.00

Total Order Qt 384.0

P 01005



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re break)

Approved from: Mervyns
Date and time: 7/6/2005 8:08:07 PM

Purchase Order

Trans Control No	101216484	Trans Type	Original
PO Type	Blanket Order	PO Number	0962-9704272
PO Date	07/06/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	N BERGEN NJ	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%VH
Ship/Deliver Not Before	07/25/2005	Ship/Deliver Not After	07/29/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0911
Ship to Store Name		Ship to Code	0911
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	
Mervyn PO Type	POST-DISTRO		

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
2400	Each	9	Wholesale Price per Each	962881119	221	842629000272	28	1	BLU KNIT LCE TOP 7/30 S-XL	BLUE		1	12	C12610	0911	2400

Number of Line Items 1
Total Extended Line 21,600.00

Total Order Qt 2400.0

This data set was generated by DItrans(TM) of DIcentral Corporation

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Received from: Mervyns
Date and time: 7/12/2005 3:28:08 AM

Purchase Order

Trans Control No 101220666
PO Type Delivery Order
PO Date 07/06/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr N BERGEN NJ
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not before 07/25/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-8704272
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 07/29/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0986
Ship to Code 0986
Ship to Store City
Ship to Store Zipcode
Release No 0001

Line No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
612	Each	9		Wholesale Price per Each	962881112	221	842629000272	28	1	BLU KNIT LCE TOP 7/30 S-XL	BLUE		1	12	C12610	0986	612

Number of Line Items 1
Total Extended Line 5,508.00
n

Total Order Qt 612.0

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P 01008

Received from: Mervyns
Date and time: 7/12/2005 3:28:08 AM

Purchase Order

Trans Control No	101220658	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-9704272
PO Date	07/06/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
FOB Descr	N BERGEN NJ	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	07/25/2005	Ship/Deliver Not After	07/29/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0993
Ship to Store Name		Ship to Code	0993
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
348	Each	9		Wholesale Price per Each	962881119	221	842629000272	28	1	BLU KNIT LCE TOP 7/30 S-XL	BLUE		1	12	C12610	0993	348

Number of Line Items 1
Total Extended Line 3,132.00

Total Order Qty 348.0

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P 01009

Received from: Mervyns
Date and time: 7/12/2005 3:28:08 AM

Purchase Order

Trans Control No 101220656
PO Type Delivery Order
PO Date 07/06/2005
Vendor No 0066423
Promotion Code
Guest Contact
FOB Descr N BERGEN NJ
Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due
Ship/Deliver Not Before 07/25/2005
Promotion Start
Routing Code USE READY TO SHIP WEB
Instruction Type
Buyer Name
Ship to Store Name
Ship to Store Address
Ship to Store State
Terms Net Days
Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-9704272
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 07/29/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0996
Ship to Code 0996
Ship to Store City
Ship to Store Zipcode
Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	804	Each	9	Wholesale Price per Each	962881119	221	842629000272	28	1	BLU KNIT LCE TOP 7/30 S-XL	BLUE		1	12	C12610	0996	804

Number of Line Items 1
Total Extended Line 7,236.00
m

Total Order Qt 804.0

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P 01010

Order Form: mervyns
 Date and time: 7/12/2005 3:28:08 AM

Purchase Order

Trans Control No 101220666
 PO Type Delivery Order
 PO Date 07/06/2005
 Vendor No 0066423
 Promotion Code
 Guest Contact
 FOB Descr N BERGEN NJ
 Special Order Type
 Terms Basic Date Type Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not 07/25/2005
 Before
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-9704272
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 07/29/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0997
 Ship to Code 0997
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	636	Each	8	Wholesale Price per Each	962881119	221	842829000272	28	1	BLU KNIT LCE TOP 7/30 S-XL	BLUE		1	12	C12610	0997	636

Number of Line Items 1
 Total Extended Line 5,724.00
 Unit

Total Order Qty 636.0

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P 01011

Received from: Mervyns
 Date and time: 9/20/2005 4:28:30 PM

Purchase Order

Trans Control No 101279287
 PO Type Delivery Order
 PO Date 08/30/2005
 Vendor No 0066423
 Promotion Code
 User Contact
 PO Descr COMPTON CA
 Special Order Type
 Items Basis Date Type Delivery Date
 Items Disc Days Due
 Ship/Deliver Not After 09/23/2005
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Items Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-3805240
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 09/30/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0997
 Ship to Code 0997
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
284	Each	9.25	Wholesale Price per Each	962881010	428	842629005048	28	1	PNK CHRMS CA MI 9/30 S	PINK	SMALL	12	1	C12610	0997	284
432	Each	9.25	Wholesale Price per Each	962881011	428	842629005055	28	1	PNK CHRMS CA MI 9/30 M	PINK	Medium	12	1	C12610	0997	432
444	Each	9.25	Wholesale Price per Each	962881012	428	842629005062	28	1	PNK CHRMS CA MI 9/30 L	PINK	Large	12	1	C12610	0997	444
284	Each	9.25	Wholesale Price per Each	962881013	428	842629005079	28	1	PNK CHRMS CA MI 9/30 XL	PINK	XLarge	12	1	C12610	0997	284

Number of Line Items 4
 Total Extended Line 12,987.00
 n

Total Order Qt 1404.0

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P 00859

Shipped from: Mervyns
 Ship time: 8/30/2005 7:28:21 PM

Purchase Order

P 00860

PO Control No 101262175
 PO Type Blanket Order
 PO Date 08/30/2005
 PO Number 0068423
 Promotion Code
 PO Contact
 PO Descr COMPTON CA
 PO Order Type
 PO Basis Date Type Delivery Date
 PO Disc Days Due
 PO Ship/Deliver Not After 09/26/2005
 PO Start
 PO Routing Code USE READY TO SHIP WEB
 PO Instruction Type
 PO Buyer Name
 PO Ship to Store Name
 PO Ship to Store Address
 PO Ship to Store State
 PO PO Net Days
 PO Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-4008087
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 09/30/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0911
 Ship to Code 0911
 Ship to Store City
 Ship to Store Zipcode
 Release No

PO No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	600	Each	9.6	Wholesale Price per Each	962881034	4081	842629005758	32	1	VELUR W CRCH PANT 9/30 BLACK S	BLACK	SMALL	12	1	C12610	0911	600
	1200	Each	9.6	Wholesale Price per Each	962881035	4081	842629005765	32	1	VELUR W CRCH PANT 9/30 BLACK M	BLACK	Medium	12	1	C12610	0911	1200
	1200	Each	9.6	Wholesale Price per Each	962881036	4081	842629005772	32	1	VELUR W CRCH PANT 9/30 BLACK L	BLACK	Large	12	1	C12610	0911	1200
	600	Each	9.6	Wholesale Price per Each	962881037	4081	842629005789	32	1	VELUR W CRCH PANT 9/30 BLACK XL	BLACK	XLarge	12	1	C12610	0911	600
	600	Each	9.6	Wholesale Price per Each	962881042	4081	842629005796	32	1	VELUR W CRCH PANT 9/30 PINK S	PINK	SMALL	12	1	C12610	0911	600
	1200	Each	9.6	Wholesale Price per Each	962881043	4081	842629005802	32	1	VELUR W CRCH PANT 9/30 PINK M	PINK	Medium	12	1	C12610	0911	1200

									9/30 PINK M							
200	Each	9.6	Wholesale Price per Each	962881044	4081	842629005819	32	1	VELUR W CRCH PANT 9/30 PINK L	PINK	Large	12	1	C12610	0911	1200
00	Each	9.6	Wholesale Price per Each	962881045	4081	842629005826	32	1	VELUR W CRCH PANT 9/30 PINK XL	PINK	XLarge	12	1	C12610	0911	600

Number of Line Items 8

Total Order Qty 7200.0

Extended Line 69,120.00

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P 00861

ived from: Mervyns
and time: 9/15/2005 3:28:19 AM

Purchase Order

P 00862

is Control No 101274167
Type Delivery Order
Date 08/30/2005
dor No 0066423
motion Code
st Contact
3 Descr COMPTON CA
cial Order Type
ms Basis DateType Delivery Date
ms Disc Days Due
p/Deliver Not 09/26/2005
ore
motion Start
uting Code USE READY TO SHIP WEB
truction Type
er Name
ip to Store Name
ip to Store Address
ip to Store State
rms Net Days
rvyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-4008087
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 09/30/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0986
Ship to Code 0986
Ship to Store City
Ship to Store Zipcode
Release No 0001

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
108	Each	9.6	Wholesale Price per Each	962881034	4081	842629005758	32	1	VELUR W CRCH PANT 9/30 BLACK S	BLACK	SMALL	12	1	C12610	0986	108
216	Each	9.6	Wholesale Price per Each	962881035	4081	842629005765	32	1	VELUR W CRCH PANT 9/30 BLACK M	BLACK	Medium	12	1	C12610	0986	216
216	Each	9.6	Wholesale Price per Each	962881036	4081	842629005772	32	1	VELUR W CRCH PANT 9/30 BLACK L	BLACK	Large	12	1	C12610	0986	216
84	Each	9.6	Wholesale Price per Each	962881037	4081	842629005789	32	1	VELUR W CRCH PANT 9/30 BLACK XL	BLACK	XLarge	12	1	C12610	0986	84
108	Each	9.6	Wholesale Price per Each	962881042	4081	842629005796	32	1	VELUR W CRCH PANT 9/30 PINK S	PINK	SMALL	12	1	C12610	0986	108
216	Each	9.6	Wholesale Price per Each	962881043	4081	842629005802	32	1	VELUR W CRCH PANT	PINK	Medium	12	1	C12610	0986	216

									9/30 PINK M							
216	Each	9.6	Wholesale Price per Each	962881044	4081	842829005819	32	1	VELUR W CRCH PANT 9-30 PINK L	PINK	Large	12	1	C12810	0986	216
84	Each	9.6	Wholesale Price per Each	962881045	4081	842829005826	32	1	VELUR W CRCH PANT 9-30 PINK XL	PINK	XLarge	12	1	C12810	0986	84

Number of Line Items 8
 Total Extended Line 11,980.80
 0

Total Order Qty 1248.0

This data set was generated by Ditrans(TM) of Dicentral Corporation

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P 00863

Received from: Mervyns
 Date and time: 9/15/2005 3:28:19 AM

Purchase Order

P 00864

PO Control No 101274167
 Type Delivery Order
 Date 08/30/2005
 Order No 0066423
 Motion Code
 Last Contact
 B Descr COMPTON CA
 Special Order Type
 Basic Date Type Delivery Date
 Basic Days Due
 Ship/Deliver Not 09/26/2005
 before
 Motion Start
 Shipping Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Basic Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-4008087
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 09/30/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0993
 Ship to Code 0993
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
108	Each	9.6	Wholesale Price per Each	962881034	4081	842629005758	32	1	VELUR W CRCH PANT 9/30 BLACK S	BLACK	SMALL	12	1	C12610	0993	108
228	Each	9.6	Wholesale Price per Each	962881035	4081	842629005785	32	1	VELUR W CRCH PANT 9/30 BLACK M	BLACK	Medium	12	1	C12610	0993	228
228	Each	9.6	Wholesale Price per Each	962881036	4081	842629005772	32	1	VELUR W CRCH PANT 9/30 BLACK L	BLACK	Large	12	1	C12610	0993	228
108	Each	9.6	Wholesale Price per Each	962881037	4081	842629005789	32	1	VELUR W CRCH PANT 9/30 BLACK XL	BLACK	XLarge	12	1	C12610	0993	108
108	Each	9.6	Wholesale Price per Each	962881042	4081	842629005796	32	1	VELUR W CRCH PANT 9/30 PINK S	PINK	SMALL	12	1	C12610	0993	108
228	Each	9.6	Wholesale Price per Each	962881043	4081	842629005802	32	1	VELUR W CRCH PANT 9/30 PINK M	PINK	Medium	12	1	C12610	0993	228

									9/30 PINK M							
228	Each	9.8	Wholesale Price per Each	962881044	4081	842629005819	32	1	VELUR W CRCH PANT 9-30 PINK L	PINK	Large	12	1	C12610	0993	228
108	Each	9.8	Wholesale Price per Each	962881045	4081	842629005826	32	1	VELUR W CRCH PANT 9-30 PINK XL	PINK	XLarge	12	1	C12610	0993	108

Number of Line Items 8

Total Order Qty

1344.0

Total Extended Line 12,902.40

This data set was generated by Ditrans(TM) of Dicentral Corporation

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elived from: Mervyns
and time: 9/15/2005 3:28:19 AM

Purchase Order

P 00866

ns Control No	101274167	Trans Type	Original
Type	Delivery Order	PO Number	0962-4008087
Date	08/30/2005	Department No	962
rdor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
motion Code		Guest Name	
st Contact		FOB Point	Origin
3 Descr	COMPTON CA	Sale Req Type	No Back Order
clal Order Type		Terms Type	Basic
me Basis Date/Type	Delivery Date	Terms Disc Percent	
me Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
p/Deliver Not	09/26/2005	Ship/Deliver Not After	09/30/2005
ore			
motion Start		Routing Code Type	Assign by Buyer
sting Code	USE READY TO SHIP WEB	Transport Type	
truction Type		Instruction	
er Name		Buyer Store No	0996
p to Store Name		Ship to Code	0996
p to Store Address		Ship to Store City	
p to Store State		Ship to Store Zipcode	
ms Net Days		Release No	0001
rvyn PO Type	POST-DISTRO		

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
204	Each	9.6	Wholesale Price per Each	962881034	4081	842629005758	32	1	VELUR W CRCH PANT 9/30 BLACK S	BLACK	SMALL	12	1	C12610	0996	204
408	Each	9.6	Wholesale Price per Each	962881035	4081	842629005765	32	1	VELUR W CRCH PANT 9/30 BLACK M	BLACK	Medium	12	1	C12610	0996	408
396	Each	9.6	Wholesale Price per Each	962881036	4081	842629005772	32	1	VELUR W CRCH PANT 9/30 BLACK L	BLACK	Large	12	1	C12610	0996	396
228	Each	9.6	Wholesale Price per Each	962881037	4081	842629005789	32	1	VELUR W CRCH PANT 9/30 BLACK XL	BLACK	XLarge	12	1	C12610	0996	228
204	Each	9.6	Wholesale Price per Each	962881042	4081	842629005796	32	1	VELUR W CRCH PANT 9/30 PINK S	PINK	SMALL	12	1	C12610	0996	204
408	Each	9.6	Wholesale Price per Each	962881043	4081	842629005802	32	1	VELUR W CRCH PANT	PINK	Medium	12	1	C12610	0996	408

								8/30 PINK M								
408	Each	9.6	Wholesale Price per Each	962881044	4081	842629005819	32	1	VELUR W CRCH PANT 9-30 PINK L	PINK	Large	12	1	C12610	0996	408
228	Each	9.6	Wholesale Price per Each	962881045	4081	842629005825	32	1	VELUR W CRCH PANT 9-30 PINK XL	PINK	XLarge	12	1	C12610	0996	228

Number of Line Items 8

Total Order Qty

2484.0

Total Extended Line 23,846.40

This data set was generated by Ditrans(TM) of DIcontral Corporation

ge break)

ceived from: Mervyns
te and time: 9/15/2005 3:28:19 AM

Purchase Order

P 00868

ans Control No 101274167
) Type Delivery Order
) Date 08/30/2005
 ndor No 0066423
 omotion Code
 est Contact
)B Descr COMPTON CA
 ecial Order Type
 rms Basis DateType Delivery Date
 rms Disc Days Due
 ilp/Deliver Not 09/26/2005
 efore
 omotion Start
 uting Code USE READY TO SHIP WEB
 struction Type
 uyer Name
 hip to Store Name
 hip to Store Address
 hip to Store State
 rms Net Days
 ervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0862-4008087
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 09/30/2005

Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0997
 Ship to Code 0997
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Ln to	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	180	Each	9.6	Wholesale Price per Each	962881034	4081	842629005758	32	1	VELUR W CRCH PANT 9/30 BLACK S	BLACK	SMALL	12	1	C12610	0997	180
2	348	Each	9.6	Wholesale Price per Each	962881035	4081	842629005765	32	1	VELUR W CRCH PANT 9/30 BLACK M	BLACK	Medium	12	1	C12610	0997	348
3	360	Each	9.6	Wholesale Price per Each	962881036	4081	842629005772	32	1	VELUR W CRCH PANT 9/30 BLACK L	BLACK	Large	12	1	C12610	0997	360
4	180	Each	9.6	Wholesale Price per Each	962881037	4081	842629005789	32	1	VELUR W CRCH PANT 9/30 BLACK XL	BLACK	XLarge	12	1	C12610	0997	180
5	180	Each	9.6	Wholesale Price per Each	962881042	4081	842629005796	32	1	VELUR W CRCH PANT 9/30 PINK S	PINK	SMALL	12	1	C12610	0997	180
5	348	Each	9.6	Wholesale Price per Each	962881043	4081	842629005802	32	1	VELUR W CRCH	PINK	Medium	12	1	C12610	0997	348

									9/30 PINK M							
348	Each	9.6	Wholesale Price per Each	962881044	4081	842629005819	32	1	VELUR W CRCH PANT 9/30 PINK L	PINK	Large	12	1	C12610	0997	348
180	Each	9.6	Wholesale Price per Each	962881045	4081	842629005826	32	1	VELUR W CRCH PANT 9/30 PINK XL	PINK	XLarge	12	1	C12610	0997	180

Number of Line Items 8

Total Order Qty

2124.0

Total Extended Line 20,390.40

This data set was generated by DItrans(TM) of DIcentral Corporation

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P 00869

elved from: Mervyns
and time: 7/6/2005 8:08:05 PM

Purchase Order

Control No 101216451
Type Blanket Order
Date 07/06/2005
Order No 0068423

Location Code
Contact
Descr AZUSA CA

Special Order Type
Basic Date Type Delivery Date
Disc Days Due

Ship/Deliver Not 07/25/2005

Location Start
Routing Code USE READY TO SHIP WEB

Instruction Type
Order Name
Store Name
Store Address
Store State
Net Days
PO Type POST-DISTRO

Trans Type Original
PO Number 0962-4168128
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 07/29/2005

Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0911
Ship to Code 0911
Ship to Store City
Ship to Store Zipcode
Release No

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1176	Each	14.5	Wholesale Price per Each	962881111	123	872182008811	40	1	STRCH DENIM JEAN 7/15 DENIM SLD	DENIM		1	12	C12810	0911	1176

Number of Line Items 1
Extended Line 17,052.00

Total Order Qty 1176.0

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P 00870

Received from: Mervyns
 Date and time: 7/12/2005 3:28:03 AM

Purchase Order

PO Control No	101220624	Trans Type	Original
Type	Delivery Order	PO Number	0962-4168128
Date	07/06/2005	Department No	962
Order No	0068423	Vendor Name	GREAT WHITE BEAR LLC
Product Code		Guest Name	
Best Contact		FOB Point	Origin
B Descr	AZUSA CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Trans Basis Date Type	Delivery Date	Terms Disc Percent	
Trans Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not After	07/25/2005	Ship/Deliver Not After	07/29/2005
Product Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0986
Ship to Store Name		Ship to Code	0986
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Trans Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
240	Each	14.5	Wholesale Price per Each	962881111	123	872182008811	40	1	STRCH DENIM JEAN 7/15 DENIM SLD	DENIM		1	12	C12810	0986	240

Number of Line Items 1
 Total Extended Line 3,480.00
 n

Total Order Qt 240.0

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P 00871

Received from: Mervyns
 Date and time: 7/12/2005 3:28:03 AM

Purchase Order

Trans Control No	101220524	Trans Type	Original
Trans Type	Delivery Order	PO Number	0962-4168128
Trans Date	07/06/2005	Department No	962
Trans Order No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Trans Motion Code		Guest Name	
Trans Test Contact		FOB Point	Origin
Trans B Descr	AZUSA CA	Sale Req Type	No Back Order
Trans Special Order Type		Terms Type	Basic
Trans Basis Date Type	Delivery Date	Terms Disc Percent	
Trans Basis Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Trans Ship/Deliver Not	07/25/2005	Ship/Deliver Not After	07/29/2005
Trans Store		Routing Code Type	Assign by Buyer
Trans Motion Start		Transport Type	
Trans Routing Code	USE READY TO SHIP WEB	Instruction	
Trans Instruction Type		Buyer Store No	0993
Trans Buyer Name		Ship to Code	0993
Trans Ship to Store Name		Ship to Store City	
Trans Ship to Store Address		Ship to Store Zipcode	
Trans Ship to Store State		Release No	0001
Trans Basis Net Days			
Trans Mervyn PO Type	POST-DISTRO		

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
144	Each	14.5	Wholesale Price per Each	962881111	123	872182008811	40	1	STRCH DENIM JEAN 7/15 DENIM SLD	DENIM		1	12	C12610	0993	144

Number of Line Items 1
 Total Extended Line 2,088.00
 Total Order Qty 144.0

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9 00872

ved from: Mervyns
and time: 7/12/2005 3:28:03 AM

Purchase Order

Control No	101220524	Trans Type	Original
Type	Delivery Order	PO Number	0962-4168128
Date	07/06/2005	Department No	962
Order No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Option Code		Guest Name	
Contact		FOB Point	Origin
Descr	AZUSA CA	Sale Req Type	No Back Order
Order Type		Terms Type	Basic
Basis Date Type	Delivery Date	Terms Disc Percent	
Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Deliver Not	07/25/2005	Ship/Deliver Not After	07/29/2005
Option Start		Routing Code Type	Assign by Buyer
ing Code	USE READY TO SHIP WEB	Transport Type	
uction Type		Instruction	
or Name		Buyer Store No	0996
to Store Name		Ship to Code	0996
to Store Address		Ship to Store City	
to Store State		Ship to Store Zipcode	
is Net Days		Release No	0001
ryn PO Type	POST-DISTRO		

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
468	Each	14.5	Wholesale Price per Each	962881111	123	872182008811	40	1	STRCH DENIM JEAN 7/15 DENIM SLD	DENIM		1	12	C12610	0996	468

ber of Line Items 1
if Extended Line 6,786.00

Total Order Qt 468.0

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P 00873

Received from: Mervyns
 Date and time: 7/12/2005 3:28:03 AM

Purchase Order

PO Control No 101220524
 PO Type Delivery Order
 PO Date 07/06/2005
 PO Number 0068423
 PO Item Code
 PO Item Contact
 PO Descr AZUSA CA
 PO Item Order Type
 PO Item Basis Data Type Delivery Date
 PO Item Disc Days Due
 PO Item Ship/Deliver Not After 07/25/2005
 PO Item Start
 PO Item Routing Code USE READY TO SHIP WEB
 PO Item Instruction Type
 PO Item Buyer Name
 PO Item Ship to Store Name
 PO Item Ship to Store Address
 PO Item Ship to Store State
 PO Item PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-4168128
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 07/29/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0997
 Ship to Code 0997
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

n o	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	324	Each	14.5	Wholesale Price per Each	962881111	123	872182008811	40	1	STRCH DENIM JEAN 7/15 DENIM SLD	DENIM		1	12	C12610	0997	324

Number of Line Items 1
 Total Extended Line 4,698.00
 n

Total Order Qt 324.0

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P 00874.

ived from: Mervyns
and time: 9/30/2005 9:08:16 PM

Purchase Order

s Control No 101290859
 Type Blanket Order
 Date 09/30/2005
 Order No 0066423
 Location Code
 Contact
 Descr COMPTON CA
 Order Type
 Basis Date Type Delivery Date
 Disc Days Due
 Deliver Not 10/25/2005
 re
 Action Start
 Billing Code USE READY TO SHIP WEB
 Action Type
 Order Name
 Order Store Name
 Order Store Address
 Order Store State
 Net Days
 Order PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-4262179
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 10/28/2005

Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0911
 Ship to Code 0911
 Ship to Store City
 Ship to Store Zipcode
 Release No

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 2
600	Each	5.4	Wholesale Price per Each	962880040	516	842629004867	18	1	BLK JERSEY RHNSTN S TANK	BLACK	SMALL	12	1	C12610	0911	600
1200	Each	5.4	Wholesale Price per Each	962880041	516	842629004874	18	1	BLK JERSEY RHNSTN M TANK	BLACK	Medium	12	1	C12610	0911	120
1200	Each	5.4	Wholesale Price per Each	962880042	516	842629004881	18	1	BLK JERSEY RHNSTN L TANK	BLACK	Large	12	1	C12610	0911	120
600	Each	5.4	Wholesale Price per Each	962880043	516	842629004898	18	1	BLK JERSEY RHNSTN XL TANK	BLACK	XLarge	12	1	C12610	0911	600
600	Each	5.4	Wholesale Price per Each	962880044	516	842629004829	18	1	WHT JERSEY RHNSTN S TANK	WHITE	SMALL	12	1	C12610	0911	600
1200	Each	5.4	Wholesale Price per Each	962880045	516	842629004836	18	1	WHT JERSEY RHNSTN M TANK	WHITE	Medium	12	1	C12610	0911	120
1200	Each	5.4	Wholesale Price per Each	962880046	516	842629004843	18	1	WHT JERSEY RHNSTN L TANK	WHITE	Large	12	1	C12610	0911	120
600	Each	5.4	Wholesale Price per Each	962880047	516	842629004850	18	1	WHT JERSEY RHNSTN XL TANK	WHITE	XLarge	12	1	C12610	0911	600

000075

Received from: Mervyns
 Date and time: 7/6/2005 8:08:05 PM

Purchase Order

Trans Control No	101216452	Trans Type	Original
Order Type	Blanket Order	PO Number	0962-4285809
Order Date	07/06/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Order Code		Guest Name	
Order Contact		FOB Point	Origin
Order Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Order Basis Date Type	Delivery Date	Terms Disc Percent	
Order Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	07/25/2005	Ship/Deliver Not After	07/29/2005
Order Start		Routing Code Type	Assign by Buyer
Order Code	USE READY TO SHIP WEB	Transport Type	
Order Instruction Type		Instruction	
Order Name		Buyer Store No	0911
Ship to Store Name		Ship to Code	0911
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Order Net Days		Release No	
Order PO Type	POST-DISTRO		

n o	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	972	Each	14.5	Wholesale Price per Each	962881114	241	842629000173	40	1	LT WSH DENIM W/RH NSTN 7/30	LIGHT DENIM		1	12	C12610	0911	972
	2484	Each	14.5	Wholesale Price per Each	962881115	1123	842629000050	40	1	LT WSH DENIM W/EMB 7/30 3-13	LIGHT DENIM		1	12	C12610	0911	2484

Number of Line Items 2
 Total Extended Line 50,112.00
 m

Total Order Qt 3456.0

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P 00876



er of Line Items 8

Total Order Qt

7200.0

Extended Line 38,880.00

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P 00877

Received from: Mervyns
 Date and time: 7/12/2005 3:28:28 AM

Purchase Order

Trans Control No	101220526	Trans Type	Original
Type	Delivery Order	PO Number	0962-4285809
Date	07/06/2005	Department No	962
Vendor No	0069423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Test Contact		FOB Point	Origin
IB Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not After	07/25/2005	Ship/Deliver Not After	07/29/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0986
Ship to Store Name		Ship to Code	0986
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

n o	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	132	Each	14.5	Wholesale Price per Each	962881114	241	842629000173	40	1	LT WSH DENIM W/RHNSTN 7/30	LIGHT DENIM		1	12	C12610	0986	132
	732	Each	14.5	Wholesale Price per Each	962881115	1123	842629000050	40	1	LT WSH DENIM W/EMB 7/30 3-13	LIGHT DENIM		1	12	C12610	0986	732

Number of Line Items 2
 Total Extended Line 12,528.00
 Amount

Total Order Qty 864.0

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P 00878

elved from: Mervyns
e and time: 7/12/2005 3:28:28 AM

Purchase Order

ns Control No	101220528	Trans Type	Original
Type	Delivery Order	PO Number	0962-4285809
Date	07/06/2005	Department No	962
idor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
motion Code		Guest Name	
st Contact		FOB Point	Origin
S Descr	COMPTON CA	Sale Req Type	No Back Order
elal Order Type		Terms Type	Basic
me Basis DateType Delivery Date		Terms Disc Percent	
me Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
p/Deliver Not	07/25/2005	Ship/Deliver Not After	07/28/2005
ore			
motion Start		Routing Code Type	Assign by Buyer
ating Code	USE READY TO SHIP WEB	Transport Type	
truction Type		Instruction	
er Name		Buyer Store No	0993
p to Store Name		Ship to Code	0993
p to Store Address		Ship to Store City	
p to Store State		Ship to Store Zipcode	
ms Net Days		Release No	0001
rvyn PO Type	POST-DISTRO		

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
156	Each	14.5	Wholesale Price per Each	962881114	241	842629000173	40	1	LT WSH DENIM W/RHNSTN 7/30	LIGHT DENIM		1	12	C12610	0993	156
372	Each	14.5	Wholesale Price per Each	962881115	1123	842629000050	40	1	LT WSH DENIM WEMB 7/30 3-13	LIGHT DENIM		1	12	C12610	0993	372

number of Line Items 2
al Extended Line 7,656.00

Total Order Qt 528.0

This data set was generated by Ditrans(TM) of Dlcentral Corporation

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P 00879

ved from: Mervyns
nd time: 7/12/2005 3:28:28 AM

Purchase Order

Control No	101220526	Trans Type	Original
ype	Delivery Order	PO Number	0962-4285809
ite	07/06/2005	Department No	962
or No	0066423	Vendor Name	GREAT WHITE BEAR LLC
otion Code		Guest Name	
i Contact		FOB Point	Origin
Jeser	COMPTON CA	Sale Req Type	No Back Order
al Order Type		Terms Type	Basic
s Basis Date Type	Delivery Date	Terms Disc Percent	
s Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Deliver Not	07/25/2005	Ship/Deliver Not After	07/29/2005
otion Start		Routing Code Type	Assign by Buyer.
ng Code	USE READY TO SHIP WEB	Transport Type	
action Type		Instruction	
r Name		Buyer Store No	0996
to Store Name		Ship to Code	0996
to Store Address		Ship to Store City	
to Store State		Ship to Store Zipcode	
s Net Days		Release No	0001
yn PO Type	POST-DISTRO		

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
492	Each	14.5	Wholesale Price per Each	962881114	241	842629000173	40	1	LT WSH DENIM W/RHNSTN 7/30	LIGHT DENIM		1	12	C12610	0996	492
768	Each	14.5	Wholesale Price per Each	962881115	1123	842629000050	40	1	LT WSH DENIM W/EMB 7/30 3-13	LIGHT DENIM		1	12	C12610	0996	768

ber of Line Items 2
Extended Line 18,270.00

Total Order Qt 1260.0

This data set was generated by Ditrans(TM) of Dientral Corporation

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P 00880

Received from: Mervyns
 Date and time: 7/12/2005 3:28:28 AM

Purchase Order

PO Control No 101220526
 PO Type Delivery Order
 PO Date 07/06/2005
 PO Number 0056423
 PO Item Code
 PO Item Contact
 PO Descr COMPTON CA
 PO Special Order Type
 PO Basis Date Type Delivery Date
 PO Basis Disc Days Due
 PO Ship/Deliver Not After 07/25/2005
 PO Item Start
 PO Item Code
 PO Item Instruction Type
 PO Item Name
 PO Item to Store Name
 PO Item to Store Address
 PO Item to Store State
 PO Item Net Days
 PO Item PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-4285809
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 07/29/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0997
 Ship to Code 0997
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
192	Each	14.5	Wholesale Price per Each	962881114	241	842629000173	40	1	LT WSH DENIM WRHINSTN 7/30	LIGHT DENIM		1	12	C12610	0997	192
612	Each	14.5	Wholesale Price per Each	962881115	1123	842629000050	40	1	LT WSH DENIM WEMB 7/30 3-13	LIGHT DENIM		1	12	C12610	0997	612

Number of Line Items 2
 Total Extended Line 11,658.00

Total Order Qty 804.0

This data set was generated by Ditrans(TM) of DIcontral Corporation

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P 00881

received from: Mervyns
date and time: 8/5/2005 6:08:10 PM

Purchase Order

P 00882

rans Control No 101242845
O Type Blanket Order
O Date 08/05/2005
endor No 0066423
romotion Code
uest Contact
OB Descr COMPTON CA
pecial Order Type
erms Basis Date Type Delivery Date
erms Disc Days Due
hip/Deliver Not before 08/25/2005
romotion Start
outing Code USE READY TO SHIP WEB
struction Type
uyer Name
hip to Store Name
hip to Store Address
hip to Store State
erms Net Days
ervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-4816365
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 08/30/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0911
Ship to Code 0911
Ship to Store City
Ship to Store Zipcode
Release No

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store Qty
1	600	Each	9	Wholesale Price per Each	962881138	446	842629003112	28	1	STRCH POPLN 3/4 SLV 8/30 WHT S	WHITE	SMALL	12	1	C12610	0911	600
2	1200	Each	9	Wholesale Price per Each	962881139	446	842629003129	28	1	STRCH POPLN 3/4 SLV 8/30 WHT M	WHITE	Medium	12	1	C12610	0911	1200
3	1200	Each	9	Wholesale Price per Each	962881140	446	842629003136	28	1	STRCH POPLN 3/4 SLV 8/30 WHT L	WHITE	Large	12	1	C12610	0911	1200
4	600	Each	9	Wholesale Price per Each	962881141	446	842629003143	28	1	STRCH POPLN 3/4 SLV 8/30 WHT XL	WHITE	XLarge	12	1	C12610	0911	600
5	396	Each	9	Wholesale Price per Each	962881146	243	842629003075	28	1	WHT POLO W EMB 8/30 S	WHITE	SMALL	12	1	C12610	0911	396
6	804	Each	9	Wholesale Price per Each	962881147	243	842629003082	28	1	WHT POLO W EMB 8/30 M	WHITE	Medium	12	1	C12610	0911	804
7	804	Each	9	Wholesale Price per Each	962881148	243	842629003099	28	1	WHT POLO W EMB 8/30 L	WHITE	Large	12	1	C12610	0911	804
8	396	Each	9	Wholesale Price per Each	962881149	243	842629003105	28	1	WHT POLO W EMB 8/30 XL	WHITE	XLarge	12	1	C12610	0911	396

			Price per Each						W STN TRIM 8/30 OFFWHI S TOP	WHITE						
804	Each	9	Wholesale Price per Each	962881151	214	842829003044	28	1	CAPSLV W STN TRIM 8/30 OFFWHI M TOP	OFF WHITE	Medium	12	1	C12610	0911	804
804	Each	9	Wholesale Price per Each	962881152	214	842629003051	28	1	CAPSLV W STN TRIM 8/30 OFFWHI L TOP	OFF WHITE	Large	12	1	C12610	0911	804
396	Each	9	Wholesale Price per Each	962881153	214	842629003068	28	1	CAPSLV W STN TRIM 8/3 OFFWHI XL TOP	OFF WHITE	XLarge	12	1	C12610	0911	396

Number of Line Items 12

Total Order Qty

8400.0

Total Extended Line 75,600.00

This data set was generated by Ditrans(TM) of Dicentral Corporation

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P 00883

Received from: Mervyns
 Date and time: 10/11/2005 3:28:11 AM

Purchase Order

PO Control No 101299112
 PO Type Delivery Order
 PO Date 09/30/2005
 PO Number 0066423
 Promotion Code
 PO Contact
 PO Descr COMPTON CA
 Special Order Type
 PO Basis Date Type Delivery Date
 PO Disc Days Due
 Ship/Deliver Not Before 10/25/2005
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship To Name
 Ship To Address
 Ship To State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trade Type Original
 PO Number 0962-4262179
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 10/28/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0986
 Ship to Code 0986
 Ship To City
 Ship to Zipcode
 Release No 0001

Ln	Qty	Ship	Unit	Basis	Buyer	Vendor	UPC Code	Retail	Unit	Product	Color	Size	No	No	Ticket/Hanger	Store	Sto
No		Unit	Price	Unit Price	Catalog	Style		Price	Price	Descr	Descr		of	of	Code	No 1	No
					No	No			Qty				Pack	Inner			Qt
1	600	Each	5.4	Wholesale Price per Each	962880040	516	842629004867	18	1	BLK JERSEY RHINSTN S TANK	BLACK	SMALL	12	1	C12610	0986	72
2	1200	Each	5.4	Wholesale Price per Each	962880041	516	842629004874	18	1	BLK JERSEY RHINSTN M TANK	BLACK	Medium	12	1	C12610	0986	156
3	1200	Each	5.4	Wholesale Price per Each	962880042	516	842629004881	18	1	BLK JERSEY RHINSTN L TANK	BLACK	Large	12	1	C12610	0986	156
4	600	Each	5.4	Wholesale Price per Each	962880043	516	842629004898	18	1	BLK JERSEY RHINSTN XL TANK	BLACK	XLarge	12	1	C12610	0986	96
5	600	Each	5.4	Wholesale Price per Each	962880044	516	842629004829	18	1	WHT JERSEY RHINSTN S TANK	WHITE	SMALL	12	1	C12610	0986	72
6	1200	Each	5.4	Wholesale Price per Each	962880045	516	842629004836	18	1	WHT JERSEY RHINSTN M TANK	WHITE	Medium	12	1	C12610	0986	144
7	1200	Each	5.4	Wholesale Price per Each	962880046	516	842629004843	18	1	WHT JERSEY RHINSTN L TANK	WHITE	Large	12	1	C12610	0986	156
8	600	Each	5.4	Wholesale Price per Each	962880047	516	842629004850	18	1	WHT JERSEY RHINSTN XL TANK	WHITE	XLarge	12	1	C12610	0986	96

P 00701

Purchase Order

ived from: Mervyns
and time: 10/11/2005 3:28:11 AM

is Control No 101299112
Type Delivery Order
Date 09/30/2005
dor No 0066423
motion Code
set Contact
B Descr COMPTON CA
ocial Order Type
ms Basis DateType Delivery Date
ms Disc Days Due
lp/Deliver Not 10/25/2005
fore
omotion Start
uting Code USE READY TO SHIP WEB
struction Type
uyer Name
hip To Name
hip To Address
hip To State
erms Net Days
ervyn PO Type POST-DISTRO

Trans Type
PO Number
Department No
Vendor Name
Guest Name
FQS Point
Sale Req Type
Terms Type
Terms Disc Percent
Terms Descr
Ship/Deliver Not After
Routing Code Type
Transport Type
Instruction
Buyer Store No
Ship to Code
Ship to City
Ship to Zipcode
Release No

Original
0962-4252175 - ~~PO#~~ 500756 AIMS
962
GREAT WHITE BEAR LLC
Origin
No Back Order
Basic
N30ROG+1%RTV+1%WH
10/28/2005
Assign by Buyer
0986
0986
0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Unit Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	72	Each	5.4	Wholesale Price per Each	962880040	516	842629004867	18	1	BLK JERSEY RHINSTN S TANK	BLACK	SMALL	12	1	C12610	0986	72
2	156	Each	5.4	Wholesale Price per Each	962880041	516	842629004874	18	1	BLK JERSEY RHINSTN M TANK	BLACK	Medium	12	1	C12610	0986	156
3	156	Each	5.4	Wholesale Price per Each	962880042	516	842629004881	18	1	BLK JERSEY RHINSTN L TANK	BLACK	Large	12	1	C12610	0986	156
4	96	Each	5.4	Wholesale Price per Each	962880043	516	842629004898	18	1	BLK JERSEY RHINSTN XL TANK	BLACK	XLarge	12	1	C12610	0986	96
5	72	Each	5.4	Wholesale Price per Each	962880044	516	842629004829	18	1	WHT JERSEY RHINSTN S TANK	WHITE	SMALL	12	1	C12610	0986	72
6	144	Each	5.4	Wholesale Price per Each	962880045	516	842629004836	18	1	WHT JERSEY RHINSTN M TANK	WHITE	Medium	12	1	C12610	0986	144
7	156	Each	5.4	Wholesale Price per Each	962880046	516	842629004843	18	1	WHT JERSEY RHINSTN L TANK	WHITE	Large	12	1	C12610	0986	156
8	96	Each	5.4	Wholesale Price per Each	962880047	516	842629004850	18	1	WHT JERSEY RHINSTN XL TANK	WHITE	XLarge	12	1	C12610	0986	96

P 00705

elived from: Mervyns
and time: 10/11/2005 3:28:11 AM

Purchase Order

ns Control No 101299112
Type Delivery Order
Date 09/30/2005
dor No 0068423
motion Code
est Contact
B Descr COMPTON CA
ecial Order Type
ms Basis DateType Delivery Date
ms Disc Days Due
ip/Deliver Not 10/25/2005
fore
motion Start
uting Code USE READY TO SHIP WEB
struction Type
ryer Name
ip To Name
ip To Address
ip To State
rms Net Days
ervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-4262179
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 10/28/2005
Routing Code Type Assign by Buyer
Transport Type
Instruction
Buyer Store No 0993
Ship to Code 0993
Ship to City
Ship to Zipcode
Release No 0001

Ln	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Unit Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	108	Each	5.4	Wholesale Price per Each	962880040	516	842629004857	18	1	BLK JERSEY RHINSTN S TANK	BLACK	SMALL	12	1	C12610	0993	108
2	216	Each	5.4	Wholesale Price per Each	962880041	516	842629004874	18	1	BLK JERSEY RHINSTN M TANK	BLACK	Medium	12	1	C12610	0993	216
3	204	Each	5.4	Wholesale Price per Each	962880042	516	842629004881	18	1	BLK JERSEY RHINSTN L TANK	BLACK	Large	12	1	C12610	0993	204
4	108	Each	5.4	Wholesale Price per Each	962880043	516	842629004898	18	1	BLK JERSEY RHINSTN XL TANK	BLACK	XLarge	12	1	C12610	0993	108
5	108	Each	5.4	Wholesale Price per Each	962880044	516	842629004829	18	1	WHT JERSEY RHINSTN S TANK	WHITE	SMALL	12	1	C12610	0993	108
6	228	Each	5.4	Wholesale Price per Each	962880045	516	842629004836	18	1	WHT JERSEY RHINSTN M TANK	WHITE	Medium	12	1	C12610	0993	228
7	204	Each	5.4	Wholesale Price per Each	962880046	516	842629004843	18	1	WHT JERSEY RHINSTN L TANK	WHITE	Large	12	1	C12610	0993	204
8	108	Each	5.4	Wholesale Price per Each	962880047	516	842629004850	18	1	WHT JERSEY RHINSTN XL TANK	WHITE	XLarge	12	1	C12610	0993	108

P 00706

Received from: Mervyns
 Date and time: 10/11/2005 3:28:11 AM

Purchase Order

PO Control No 101299112
 PO Type Delivery Order
 PO Date 09/30/2005
 PO Number 0066423
 Promotion Code
 PO Contact
 PO Descr COMPTON CA
 PO Order Type
 PO Basis Date Type Delivery Date
 PO Disc Days Due
 PO Ship/Deliver Not 10/25/2005
 PO Before
 PO Promotion Start
 PO Routing Code USE READY TO SHIP WEB
 PO Instruction Type
 PO Buyer Name
 PO Ship To Name
 PO Ship To Address
 PO Ship To State
 PO Terms Net Days
 PO Mervyns PO Type POST-DISTRO

PO Type Original
 PO Number 0962-4262179
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sales Rep Type No Back Order
 Terms Type Basic
 Terms Dist Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 10/28/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Stars 0996
 Ship to Code 0996
 Ship to City
 Ship to Zipcode
 Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Unit Price	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
1	216	Each	5.4	Wholesale Price per Each	962880040	516	842629004867	18	1	BLK JERSEY RHINSTN S TANK	BLACK	SMALL	12	1	C12610	0996	216
2	432	Each	5.4	Wholesale Price per Each	962880041	516	842629004874	18	1	BLK JERSEY RHINSTN M TANK	BLACK	Medium	12	1	C12610	0996	432
3	444	Each	5.4	Wholesale Price per Each	962880042	516	842629004881	18	1	BLK JERSEY RHINSTN L TANK	BLACK	Large	12	1	C12610	0996	444
4	192	Each	5.4	Wholesale Price per Each	962880043	516	842629004898	18	1	BLK JERSEY RHINSTN XL TANK	BLACK	XLarge	12	1	C12610	0996	192
5	216	Each	5.4	Wholesale Price per Each	962880044	516	842629004829	18	1	WHI JERSEY RHINSTN S TANK	WHITE	SMALL	12	1	C12610	0996	216
6	432	Each	5.4	Wholesale Price per Each	962880045	516	842629004836	18	1	WHI JERSEY RHINSTN M TANK	WHITE	Medium	12	1	C12610	0996	432
7	444	Each	5.4	Wholesale Price per Each	962880046	516	842629004843	18	1	WHI JERSEY RHINSTN L TANK	WHITE	Large	12	1	C12610	0996	444
8	192	Each	5.4	Wholesale Price per Each	962880047	516	842629004850	18	1	WHI JERSEY RHINSTN XL TANK	WHITE	XLarge	12	1	C12610	0996	192

P 00707

Received from: Mervyns
 Date and time: 10/11/2005 3:28:11 AM

Purchase Order

Mervyns Control No 101299112
 Order Type Delivery Order
 Order Date 09/30/2005
 Order Number 0066423
 Promotion Code
 Contact
 Order Description COMPTON CA
 Special Order Type
 Order Basis Date Type Delivery Date
 Order Disc Days Due
 Ship/Deliver Not 10/25/2005
 Order Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship To Name
 Ship To Address
 Ship To State
 Order Net Days
 Mervyns PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-4262179
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 10/28/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0997
 Ship to Code 0997
 Ship To City
 Ship to Zipcode
 Release No 0001

QTY	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Unit Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Manger Code	Store No 1	Store No 1 Qty
204	Each	5.4	Wholesale Price per Each	962880040	516	842629004867	18	1	BLK JERSEY RHNSTN S TANK	BLACK	SMALL	12	1	C12610	0997	204
396	Each	5.4	Wholesale Price per Each	962880041	516	842629004874	18	1	BLK JERSEY RHNSTN M TANK	BLACK	Medium	12	1	C12610	0997	396
396	Each	5.4	Wholesale Price per Each	962880042	516	842629004881	18	1	BLK JERSEY RHNSTN L TANK	BLACK	Large	12	1	C12610	0997	396
204	Each	5.4	Wholesale Price per Each	962880043	516	842629004898	18	1	BLK JERSEY RHNSTN XL TANK	BLACK	XLarge	12	1	C12610	0997	204
204	Each	5.4	Wholesale Price per Each	962880044	516	842629004929	18	1	WHT JERSEY RHNSTN S TANK	WHITE	SMALL	12	1	C12610	0997	204
396	Each	5.4	Wholesale Price per Each	962880045	516	842629004936	18	1	WHT JERSEY RHNSTN M TANK	WHITE	Medium	12	1	C12610	0997	396
396	Each	5.4	Wholesale Price per Each	962880046	516	842629004943	18	1	WHT JERSEY RHNSTN L TANK	WHITE	Large	12	1	C12610	0997	396
204	Each	5.4	Wholesale Price per Each	962880047	516	842629004950	18	1	WHT JERSEY RHNSTN XL TANK	WHITE	XLarge	12	1	C12610	0997	204

P 00708

GREAT WHITE BEAR, LLC
 1412 BROADWAY, SUITE 1604
 NEW YORK NY 10018
 TEL: (212) 391-1223 FAX: (212) 391-1425

ORDER CONFIRMATION

RDER:010046

DATE: Nov 3, 2005

PO #: 9105570

SOLD TO

MER10
 MERVYN'S ACCOUNTS PAYABLE
 22301 FOOTHILL BLVD
 MAIL STOP 3160
 HAYWARD, CA 94541

SHIP TO

STORE: 0986 DEPT: 962
 MERVYN'S DISTRIBUTION CENTER
 1600 EAST PLANO PARKWAY
 PLANO, TX 75074

TERMS	SHIP VIA	SEASON	REP1	REP2	START	COMPLETE
TO BE ADVISED	TARGET		HO		Nov 21, 2005	Nov 30, 2005

STYLE	COLOR	SIZES/DESC					PRICE	PIECES	AMOUNT
		XS	S	M	L	XL			
506	BLAC	ZIPPER FRNT JCK W HO					10.80	204	2203.20
		60	144						
506	PINK	ZIPPER FRNT JCK W HO					10.80	420	4536.00
		60	132	156		72			
		XS	S	M	L	XL			
516	BLAC	JERSEY TANK W/RHINES					10.80	228	2462.40
					156	72			
TOTAL OF YOUR ORDER =>								852	9201.60

P 00709

GREAT WHITE BEAR, LLC
 1412 BROADWAY, SUITE 1604
 NEW YORK NY 10018
 TEL: (212) 391-1223 FAX: (212) 391-1425

ORDER CONFIRMATION

ORDER:010046

DATE: Nov 3, 2005

PO #: 9105570

SOLD TO

MERVYN
 MERVYN'S ACCOUNTS PAYABLE
 22301 FOOTHILL BLVD
 MAIL STOP 3160
 HAYWARD, CA 94541

SHIP TO

STORE: 0993 DEPT: 962
 MERVYN'S DISTRIBUTION CENTER
 2455 SOUTH 3600 WEST
 WEST VALLEY, UT 84119

TERMS	SHIP VIA	SEASON	REP1	REP2	START	COMPLETE
TO BE ADVISED	TARGET		HO		Nov 21, 2005	Nov 30, 2005

STYLE	COLOR	SIZES/DESC					PRICE	PIECES	AMOUNT
		XS	S	M	L	XL			
006	BLAC	ZIPPER FRNT JCK W HO					10.80	288	3110.40
		96	192						
006	PINK	ZIPPER FRNT JCK W HO					10.80	588	6350.40
		96	204	180	108				
		XS	S	M	L	XL			
016	BLAC	JERSEY TANK W/RHINES					10.80	288	3110.40
					180	108			

TOTAL OF YOUR ORDER =>

1164 12571.20

P 00710

GREAT WHITE BEAR, LLC.
1412 BROADWAY, SUITE 1604
NEW YORK NY 10018
TEL: (212) 391-1223 FAX: (212) 391-1425

ORDER CONFIRMATION

ORDER:010046

DATE: Nov 3, 2005

PG #: 9105570

SOLD TO

MER10
MERVYN'S ACCOUNTS PAYABLE
22301 FOOTHILL BLVD
MAIL STOP 3160
HAYWARD, CA 94541

SHIP TO

STORE: 0996 DEPT: 962
MERVYN'S DISTRIBUTION CENTER
1615 VINTAGE AVENUE
ONTARIO, CA 91761

TERMS	SHIP VIA	SEASON	REP1	REP2	START	COMPLETE
TO BE ADVISED	TARGET		HO		Nov 21, 2005	Nov 30, 2005

G STYLE	COLOR	SIZES/DESC					PRICE	PIECES	AMOUNT
		XS	S	M	L	XL			
506	BLAC	ZIPPER FRNT JCK W HO					10.80	684	7387.20
		228	456						
506	PINK	ZIPPER FRNT JCK W HO					10.80	1368	14774.40
		228	456	468		216			
		XS	S	M	L	XL			
516	BLAC	JERSEY TANK W/RHINES					10.80	684	7387.20
					468	216			
TOTAL OF YOUR ORDER =>								2736	29548.80

P 00711

GREAT WHITE BEAR, LLC.
1412 BROADWAY, SUITE 1604
NEW YORK NY 10018
TEL: (212) 391-1223 FAX: (212) 391-1425

ORDER CONFIRMATION

ORDER:010046

DATE: Nov 3, 2005

PO #: 9105570

SOLD TO

MER10
MERVYN'S ACCOUNTS PAYABLE
22301 FOOTHILL BLVD
MAIL STOP 3160
HAYWARD, CA 94541

SHIP TO

STORE: 0997 DEPT: 962
MERVYN'S DISTRIBUTION CENTER
48280 FREMONT BOULEVARD
FREMONT, CA 94538

TERMS	SHIP VIA	SEASON	REP1	REP2	START	COMPLETE
TO BE ADVISED	TARGET		HO		Nov 21, 2005	Nov 30, 2005

STYLE	COLOR	SIZES/DESC					PRICE	PIECES	AMOUNT
		XS	S	M	L	XL			
506	BLAC	ZIPPER FRNT JCK W HO					10.80	624	6739.20
		216	408			BLACK			
506	PINK	ZIPPER FRNT JCK W HO					10.80	1224	13219.20
		216	408	396	204	PINK			
		XS	S	M	L	XL			
516	BLAC	JERSEY TANK W/RHINES					10.80	600	6480.00
					396	204			
TOTAL OF YOUR ORDER =>								2448	26438.40

P 00712

P 00713

received from: Mervyns
 Date and time: 10/11/2005 3:28:08 AM

Purchase Order

Trans Control No	101299062	Trans Type	Original
Order Type	Delivery Order	PO Number	0962-2158238
Order Date	09/30/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
OB Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not before	10/26/2005	Ship/Deliver Not After	10/28/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0986
Ship To Name		Ship To Code	0986
Ship To Address		Ship To City	
Ship To State		Ship To Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Rebate Price	Unit Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No Qt
1	800	Each	10.8	Wholesale Price per Each	962880024	506	842629004669	36	1	BLK DROP JKT W RHNSTN S	BLACK	SMALL	12	1	C12610	0986	72
2	1200	Each	10.8	Wholesale Price per Each	962880025	506	842629004676	36	1	BLK DROP JKT W RHNSTN M	BLACK	Medium	12	1	C12610	0986	144
3	1200	Each	10.8	Wholesale Price per Each	962880026	506	842629004683	36	1	BLK DROP JKT W RHNSTN L	BLACK	Large	12	1	C12610	0986	144
4	600	Each	10.8	Wholesale Price per Each	962880027	506	842629004690	36	1	BLK DROP JKT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0986	84
5	800	Each	9.6	Wholesale Price per Each	962880032	506-3	842629004744	32	1	BLK PANT W RHNSTN S	BLACK	SMALL	12	1	C12610	0986	72
6	1200	Each	9.6	Wholesale Price per Each	962880033	506-3	842629004751	32	1	BLK PANT W RHNSTN M	BLACK	Medium	12	1	C12610	0986	132
7	1200	Each	9.6	Wholesale Price per Each	962880034	506-3	842629004768	32	1	BLK PANT W RHNSTN L	BLACK	Large	12	1	C12610	0986	144
8	600	Each	9.6	Wholesale Price per Each	962880035	506-3	842629004775	32	1	BLK PANT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0986	84

P 00714

Original
0962-2156235 - ~~1062212~~ RMV.S
962
9105570
GREAT WHITE BEAR LLC

Ln No	Qty	Ship Unit	Unit Price	Basic Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Unit Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Product Manager Code	Store No 1	Store No 1 Qty
1	72	Each	10.8	Wholesale Price per Each	962880024	506	842629004669	36	1	BLK CROP JKT W RHNSTN S	BLACK	SMALL	12	1	C12610	0986	72
2	144	Each	10.8	Wholesale Price per Each	962880025	506	842629004676	36	1	BLK CROP JKT W RHNSTN M	BLACK	Medium	12	1	C12610	0986	144
3	144	Each	10.8	Wholesale Price per Each	962880026	506	842629004683	36	1	BLK CROP JKT W RHNSTN L	BLACK	Large	12	1	C12610	0986	144
4	84	Each	10.8	Wholesale Price per Each	962880027	506	842629004690	36	1	BLK CROP JKT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0986	84
5	72	Each	9.6	Wholesale Price per Each	962880032	506-3	842629004744	32	1	BLK PANT W RHNSTN S	BLACK	SMALL	12	1	C12610	0986	72
6	132	Each	9.6	Wholesale Price per Each	962880033	506-3	842629004751	32	1	BLK PANT W RHNSTN M	BLACK	Medium	12	1	C12610	0986	132
7	144	Each	9.6	Wholesale Price per Each	962880034	506-3	842629004768	32	1	BLK PANT W RHNSTN L	BLACK	Large	12	1	C12610	0986	144
8	84	Each	9.6	Wholesale Price per Each	962880035	506-3	842629004775	32	1	BLK PANT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0986	84

Received from: Mervyns
 Date and time: 10/11/2005 3:28:08 AM

Purchase Order

Trans Control No 101299062
 Order Type Delivery Order
 Order Date 09/30/2005
 Vendor No 0066423
 Promotion Code
 Guest Contact
 DB Descr COMPTON CA
 Special Order Type
 Terms Basis Date Type Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not 10/25/2005
 Before
 Promotion Start
 Shipping Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship To Name
 Ship To Address
 Ship To State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-2158236
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Ship Rec Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Net After 10/28/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0993
 Ship to Code 0993
 Ship to City
 Ship to Zip Code
 Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Wholesale Price	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Pack/Hanger Code	Store No 1	Store No 1 Qty
1	108	Each	10.8	Wholesale Price per Each	962880024	506	842629004689	36	1	BLK CROP JKT W RHNSTN S	BLACK	SMALL	12	1	C12610	0993	108
2	228	Each	10.8	Wholesale Price per Each	962880025	506	842629004678	36	1	BLK CROP JKT W RHNSTN M	BLACK	Medium	12	1	C12610	0993	228
3	204	Each	10.8	Wholesale Price per Each	962880026	506	842629004683	36	1	BLK CROP JKT W RHNSTN L	BLACK	Large	12	1	C12610	0993	204
4	108	Each	10.8	Wholesale Price per Each	962880027	506	842629004690	36	1	BLK CROP JKT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0993	108
5	108	Each	9.6	Wholesale Price per Each	962880032	506-3	842629004744	32	1	BLK PANT W RHNSTN S	BLACK	SMALL	12	1	C12610	0993	108
6	228	Each	9.6	Wholesale Price per Each	962880033	506-3	842629004751	32	1	BLK PANT W RHNSTN M	BLACK	Medium	12	1	C12610	0993	228
7	192	Each	9.6	Wholesale Price per Each	962880034	506-3	842629004768	32	1	BLK PANT W RHNSTN L	BLACK	Large	12	1	C12610	0993	192
8	108	Each	9.6	Wholesale Price per Each	962880035	506-3	842629004775	32	1	BLK PANT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0993	108

00715

Received from: Mervyns
 Date and time: 10/11/2005 3:28:08 AM

Purchase Order

Trans Control No 101299062
 PO Type Delivery Order
 PO Date 09/30/2005
 Vendor No 0066423

Promotion Code
 Request Contact
 POB Descr COMPTON CA

Special Order Type
 Terms Basis Date Type Delivery Date

Terms Disc Days Due
 Ship/Deliver Not Before 10/25/2005

Promotion Start
 Routing Code USE READY TO SHIP WEB

Instruction Type

Buyer Name

Ship To Name

Ship To Address

Ship To State

Terms Net Days

Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-2158236
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC

Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic

Terms Disc Percent
 Terms Discr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 10/28/2005

Routing Code Type Assign by Buyer

Transport Type

Instruction

Buyer Style No 0996

Ship to Code 0996

Ship To City

Ship to Zipcode

Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Net Price	Product Descr	Color	Size	No of Pack	No of Inner Pack	Release Code	Store No 1	Store No 1 Qty
1	216	Each	10.8	Wholesale Price per Each	962880024	506	842629004688	36	1	BLK CROP JKT W RHNSTN S	BLACK	SMALL	12	1	C12610	0996	216
2	432	Each	10.8	Wholesale Price per Each	962880025	506	842629004686	36	1	BLK CROP JKT W RHNSTN M	BLACK	Medium	12	1	C12610	0996	432
3	468	Each	10.8	Wholesale Price per Each	962880026	506	842629004683	36	1	BLK CROP JKT W RHNSTN L	BLACK	Large	12	1	C12610	0996	468
4	192	Each	10.8	Wholesale Price per Each	962880027	506	842629004690	36	1	BLK CROP JKT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0996	192
5	216	Each	9.6	Wholesale Price per Each	962880032	506-3	842629004744	32	1	BLK PANT W RHNSTN S	BLACK	SMALL	12	1	C12610	0996	216
6	432	Each	9.6	Wholesale Price per Each	962880033	506-3	842629004751	32	1	BLK PANT W RHNSTN M	BLACK	Medium	12	1	C12610	0996	432
7	468	Each	9.6	Wholesale Price per Each	962880034	506-3	842629004768	32	1	BLK PANT W RHNSTN L	BLACK	Large	12	1	C12610	0996	468
8	192	Each	9.6	Wholesale Price per Each	962880035	506-3	842629004775	32	1	BLK PANT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0996	192

Received from: Mervyns
 Date and time: 10/11/2005 3:28:05 AM

Purchase Order

Trans Control No 101299062
 Order Type Delivery Order
 Order Date 09/30/2005
 Vendor No 0066423
 Promotion Code
 Order Contact
 Order Descr COMPTON CA
 Special Order Type
 Order Basis Date Type Delivery Date
 Order Disc Days Due
 Ship/Deliver Not 10/25/2005
 before
 Promotion Start
 Shipping Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship To Name
 Ship To Address
 Ship To State
 Order Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-2156236
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Dist Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 10/28/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0997
 Ship to Code 0997
 Ship to City
 Ship to Zip Code
 Release No 0001

Ln No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Unit Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Order Manager Code	Store No 1	Store No 1 Qty
	204	Each	10.8	Wholesale Price per Each	962880024	506	842629004668	35	1	BLK CROP JKT W RHNSTN S	BLACK	SMALL	12	1	C12610	0997	204
	396	Each	10.8	Wholesale Price per Each	962880025	506	842629004676	36	1	BLK CROP JKT W RHNSTN M	BLACK	Medium	12	1	C12610	0997	396
	396	Each	10.8	Wholesale Price per Each	962880026	506	842629004683	36	1	BLK CROP JKT W RHNSTN L	BLACK	Large	12	1	C12610	0997	396
	216	Each	10.8	Wholesale Price per Each	962880027	506	842629004690	36	1	BLK CROP JKT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0997	216
	204	Each	9.6	Wholesale Price per Each	962880032	506-3	842629004744	32	1	BLK PANT W RHNSTN S	BLACK	SMALL	12	1	C12610	0997	204
	408	Each	9.6	Wholesale Price per Each	962880033	506-3	842629004751	32	1	BLK PANT W RHNSTN M	BLACK	Medium	12	1	C12610	0997	408
	396	Each	9.6	Wholesale Price per Each	962880034	506-3	842629004768	32	1	BLK PANT W RHNSTN L	BLACK	Large	12	1	C12610	0997	396
	216	Each	9.6	Wholesale Price per Each	962880035	506-3	842629004775	32	1	BLK PANT W RHNSTN XL	BLACK	XLarge	12	1	C12610	0997	216

GREAT WHITE BEAR, LLC
 1412 BROADWAY, SUITE 1604
 NEW YORK NY 10018
 TEL: (212) 391-1223 FAX: (212) 391-1425

ORDER CONFIRMATION

ORDER:010015

DATE: Nov 3, 2005

PO #: 9105570

SOLD TO

MER10
 MERVYN'S ACCOUNTS PAYABLE
 22301 FOOTHILL BLVD
 MAIL STOP 3160
 HAYWARD, CA 94541

SHIP TO

STORE: 0911 DEPT: 962
 MERVYNS DISTRIBUTION CENTER
 FOR BULK ORDERS
 BULK, BUL K

TERMS	SHIP VIA	SEASON	REP1	REP2	START	COMPLETE
TO BE ADVISED	TARGET		HO		Nov 21, 2005	Nov 30, 2005

G STYLE	COLOR	SIZES/DESC	PRICE	PIECES	AMOUNT
		XS S M L XL			
506	BLAC	ZIPPER FRNT JCK W HO 600 1200 1200 600	10.80	1800	19440.00
506	PINK	ZIPPER FRNT JCK W HO 600 1200 1200 600	10.80	3600	38880.00
TOTAL OF YOUR ORDER =>				5400	58320.00

P 00718

PICKING TICKET

TICKET: 080863 11/07/05
 ORDER: 010015 11/21/05 11/30/05

PERFORMANCE TEAM
 220 WEST VICTORIA STREET
 COMPTON CA, 90220
 TEL: 310-896-1251
 FAX: (212) 391-1425
 E-MAIL:

11/07/05
 10:58:29

PAGE: 1

..... SOLD TO

MER10 612-304-1333
 MERVYN'S ACCOUNTS PAYABLE
 22301 FOOTHILL BLVD
 MAIL STOP 3160
 HAYWARD, CA 94541

SHIP TO
 STORE #11
 MERVYN'S DISTRIBUTION CENTER
 FOR BULK ORDERS
 BULK, BUL K

SHIPVIA	SEASON	SPECIAL INSTRUCTIONS	STORE#	DEPT#	PURCHASE ORDER
TARGET			0911	962	9105570

G STYLE	COLOR	SIZES/DESCRIPTION	SKU#	PRICE	AMOUNT
506	BLAC	ZIPPER FRNT JCK W HO			
		XS S M L XL			
ORDER QTY:		600 1200 1200 600			1800
ALLO QTY:		600 1200 1200 600			3600
PICK QTY:					
506	PINK	ZIPPER FRNT JCK W HO			
		XS S M L XL			
ORDER QTY:		600 1200 1200 600			3600
ALLO QTY:		600 1200 1200 600			3600
PICK QTY:					

PAGE TOTAL PIECES TO PICK

7200

BILL OF LADING	# CARTONS	WEIGHT	PICKED BY	PACKED BY	SHIPPED VIA
WEIGHT	INSURANCE	OTHER CHGS	TERMS	COMMENTS:	TARGET
\$	\$		TO BE ADVISED		

P 00719

Received from: Mervyns
 Date and time: 8/11/2005 3:28:09 AM

Purchase Order

Trans Control No	101246455	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-8619083
PO Date	08/05/2005	Department No	962
Vendor No	0066423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
OB Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basis Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	08/25/2005	Ship/Deliver Not After	08/30/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0997
Ship to Store Name		Ship to Code	0997
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Ln	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	158	Each	13.5	Wholesale Price per Each	962881142	17500	872182007579	42	1	CTN TWL JKT 8/30 KHAKI S	KHAKI	SMALL	12	1	C12610	0997	158
	300	Each	13.5	Wholesale Price per Each	962881143	17500	872182007586	42	1	CTN TWL JKT 8/30 KHAKI M	KHAKI	Medium	12	1	C12610	0997	300
	312	Each	13.5	Wholesale Price per Each	962881144	17500	872182007593	42	1	CTN TWL JKT 8/30 KHAKI L	KHAKI	Large	12	1	C12610	0997	312
	158	Each	13.5	Wholesale Price per Each	962881145	17500	872182007609	42	1	CTN TWL JKT 8/30 KHAKI XL	KHAKI	XLarge	12	1	C12610	0997	158

Number of Line Items 4
 Total Extended Line 12,474.00
 n

Total Order Qty 924.0

P 00965

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Received from: Mervyns
 Date and time: 9/30/2005 9:08:15 PM

Purchase Order

P 00967

Trans Control No 101290885
 O Type Blanket Order
 O Date 09/30/2005
 Vendor No 0066423
 Promotion Code
 User Contact
 OB Descr COMPTON CA
 Special Order Type
 Terms Basis Date Type Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not After 10/25/2005
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type
 PO Number 0962-5797450
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 10/28/2005

Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0911
 Ship to Code 0911
 Ship to Store City
 Ship to Store Zipcode
 Release No

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
528	Each	10.8	Wholesale Price per Each	962880028	506	842629004706	36	1	PNK CROP JKT W RHNSTN S	PINK	SMALL	12	1	C12610	0911	528
1068	Each	10.8	Wholesale Price per Each	962880029	506	842629004713	36	1	PNK CROP JKT W RHNSTN M	PINK	Medium	12	1	C12610	0911	1068
1068	Each	10.8	Wholesale Price per Each	962880030	506	842629004720	36	1	PNK CROP JKT W RHNSTN L	PINK	Large	12	1	C12610	0911	1068
528	Each	10.8	Wholesale Price per Each	962880031	506	842629004737	36	1	PNK CROP JKT W RHNSTN XL	PINK	XLarge	12	1	C12610	0911	528
528	Each	9.6	Wholesale Price per Each	962880036	506-3	842629004762	32	1	PNK PANT W RHNSTN S	PINK	SMALL	12	1	C12610	0911	528
1068	Each	9.6	Wholesale Price per Each	962880037	506-3	842629004799	32	1	PNK PANT W RHNSTN M	PINK	Medium	12	1	C12610	0911	1068
1068	Each	9.6	Wholesale Price per Each	962880038	506-3	842629004805	32	1	PNK PANT W RHNSTN L	PINK	Large	12	1	C12610	0911	1068
528	Each	9.6	Wholesale Price per Each	962880039	506-3	842629004812	32	1	PNK PANT W RHNSTN XL	PINK	XLarge	12	1	C12610	0911	528

Number of Line Items 8
Total Extended Line 65,116.80
m

Total Order Qt 6384.0

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P 00968

Received from: Mervyns
Date and time: 8/8/2005 7:28:24 PM

Purchase Order

Trans Control No 101244282
O Type Blanket Order
O Date 08/08/2005
Order No 0066423

Promotion Code
Dest Contact
OB Descr COMPTON CA

Special Order Type
Terms Basis Date Type Delivery Date
Terms Disc Days Due

Ship/Deliver Not After 08/25/2005

Promotion Start

Routing Code USE READY TO SHIP WEB

Instruction Type

Buyer Name

Ship to Store Name

Ship to Store Address

Ship to Store State

Terms Net Days

Mervyn PO Type POST-DISTRO

Trans Type Original
PO Number 0962-9003012
Department No 962
Vendor Name GREAT WHITE BEAR LLC
Guest Name
FOB Point Origin
Sale Req Type No Back Order
Terms Type Basic
Terms Disc Percent
Terms Descr N30ROG+1%RTV+1%WH
Ship/Deliver Not After 08/30/2005

Routing Code Type Assign by Buyer

Transport Type

Instruction

Buyer Store No 0911

Ship to Code 0911

Ship to Store City

Ship to Store Zipcode

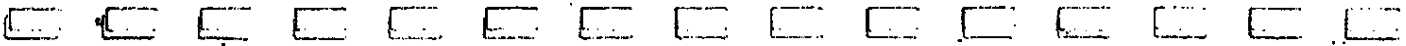
Release No

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
348	Each	10.75	Wholesale Price per Each	962881132	432	842629002917	34	1	KHAKI CTN TWL PANT 8/30 3	KHAKI	3	12	1	C12610	0911	348
696	Each	10.75	Wholesale Price per Each	962881133	432	842629002924	34	1	KHAKI CTN TWL PANT 8/30 5	KHAKI	5	12	1	C12610	0911	696
1056	Each	10.75	Wholesale Price per Each	962881134	432	842629002931	34	1	KHAKI CTN TWL PANT 8/30 7	KHAKI	7	12	1	C12610	0911	1056
1056	Each	10.75	Wholesale Price per Each	962881135	432	842629002948	34	1	KHAKI CTN TWL PANT 8/30 9	KHAKI	9	12	1	C12610	0911	1056
696	Each	10.75	Wholesale Price per Each	962881136	432	842629002955	34	1	KHAKI CTN TWL PANT 8/3 11	KHAKI	11	12	1	C12610	0911	696
348	Each	10.75	Wholesale Price per Each	962881137	432	842629002962	34	1	KHAKI CTN TWL PANT 8/3 13	KHAKI	13	12	1	C12610	0911	348

Number of Line Items 6
Total Extended Line 45,150.00

Total Order Qty 4200.0

P 00969



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Received from: Mervyns
 Date and time: 8/10/2005 10:08:05 AM

Purchase Order

Trans Control No	101245642	Trans Type	Original
PO Type	Delivery Order	PO Number	0962-9003012
PO Date	08/08/2005	Department No	962
Vendor No	0086423	Vendor Name	GREAT WHITE BEAR LLC
Promotion Code		Guest Name	
Guest Contact		FOB Point	Origin
OB Descr	COMPTON CA	Sale Req Type	No Back Order
Special Order Type		Terms Type	Basic
Terms Basic Date Type	Delivery Date	Terms Disc Percent	
Terms Disc Days Due		Terms Descr	N30ROG+1%RTV+1%WH
Ship/Deliver Not Before	08/25/2005	Ship/Deliver Not After	08/30/2005
Promotion Start		Routing Code Type	Assign by Buyer
Routing Code	USE READY TO SHIP WEB	Transport Type	
Instruction Type		Instruction	
Buyer Name		Buyer Store No	0986
Ship to Store Name		Ship to Code	0986
Ship to Store Address		Ship to Store City	
Ship to Store State		Ship to Store Zipcode	
Terms Net Days		Release No	0001
Mervyn PO Type	POST-DISTRO		

Line No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
	132	Each	10.75	Wholesale Price per Each	962881132	432	842629002917	34	1	KHAKI CTN TWL PANT 8/30 3	KHAKI	3	12	1	C12610	0986	132
	240	Each	10.75	Wholesale Price per Each	962881133	432	842629002924	34	1	KHAKI CTN TWL PANT 8/30 5	KHAKI	5	12	1	C12610	0986	240
	360	Each	10.75	Wholesale Price per Each	962881134	432	842629002931	34	1	KHAKI CTN TWL PANT 8/30 7	KHAKI	7	12	1	C12610	0986	360
	348	Each	10.75	Wholesale Price per Each	962881135	432	842629002948	34	1	KHAKI CTN TWL PANT 8/30 9	KHAKI	9	12	1	C12610	0986	348
	228	Each	10.75	Wholesale Price per Each	962881136	432	842629002955	34	1	KHAKI CTN TWL PANT 8/3 11	KHAKI	11	12	1	C12610	0986	228
	120	Each	10.75	Wholesale Price per Each	962881137	432	842629002962	34	1	KHAKI CTN TWL PANT 8/3 13	KHAKI	13	12	1	C12610	0986	120

Number of Line Items 6
 Total Extended Line 15,351.00

Total Order Qty 1428.0

P 00971

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Received from: Mervyns
 Date and time: 8/10/2005 10:08:05 AM

Purchase Order

Trans Control No 101245642
 PO Type Delivery Order
 PO Date 08/08/2005
 Vendor No 0066423
 Promotion Code
 Test Contact
 PO Descr COMPTON CA
 Special Order Type
 Terms Basis Date Type Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not 08/25/2005
 Before
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

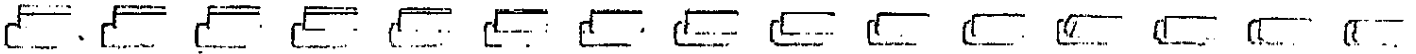
Trans Type Original
 PO Number 0982-9003012
 Department No 982
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 08/30/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0993
 Ship to Code 0993
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
48	Each	10.75	Wholesale Price per Each	962881132	432	842629002917	34	1	KHAKI CTN TWL PANT 8/30 3	KHAKI	3	12	1	C12610	0993	48
108	Each	10.75	Wholesale Price per Each	962881133	432	842629002924	34	1	KHAKI CTN TWL PANT 8/30 5	KHAKI	5	12	1	C12610	0993	108
168	Each	10.75	Wholesale Price per Each	962881134	432	842629002931	34	1	KHAKI CTN TWL PANT 8/30 7	KHAKI	7	12	1	C12610	0993	168
168	Each	10.75	Wholesale Price per Each	962881135	432	842629002948	34	1	KHAKI CTN TWL PANT 8/30 9	KHAKI	9	12	1	C12610	0993	168
108	Each	10.75	Wholesale Price per Each	962881136	432	842629002955	34	1	KHAKI CTN TWL PANT 8/3 11	KHAKI	11	12	1	C12610	0993	108
48	Each	10.75	Wholesale Price per Each	962881137	432	842629002962	34	1	KHAKI CTN TWL PANT 8/3 13	KHAKI	13	12	1	C12610	0993	48

Number of Line Items 6
 Total Extended Line 6,966.00

Total Order Qt 648.0

P 00973



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Received from: Mervyns
 Date and time: 8/10/2005 10:08:05 AM

Purchase Order

Trans Control No 101245642
 PO Type Delivery Order
 PO Date 08/08/2005
 Vendor No 0066423
 Promotion Code
 Guest Contact
 OB Descr COMPTON CA
 Special Order Type
 Terms Basis Date Type Delivery Date
 Terms Disc Days Due
 Ship/Deliver Not Before 08/25/2005
 Promotion Start
 Routing Code USE READY TO SHIP WEB
 Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyns PO Type POST-DISTRO

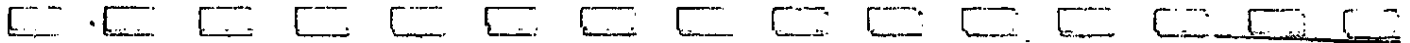
Trans Type Original
 PO Number 0962-9003012
 Department No 962
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 08/30/2005
 Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0996
 Ship to Code 0996
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Line No	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Mult Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
96	Each	10.75	Wholesale Price per Each	962881132	432	842629002917	34	1	KHKI CTN TWL PANT 8/30 3	KHAKI	3	12	1		C12610	0996	96
204	Each	10.75	Wholesale Price per Each	962881133	432	842629002924	34	1	KHKI CTN TWL PANT 8/30 5	KHAKI	5	12	1		C12610	0996	204
300	Each	10.75	Wholesale Price per Each	962881134	432	842629002931	34	1	KHKI CTN TWL PANT 8/30 7	KHAKI	7	12	1		C12610	0996	300
300	Each	10.75	Wholesale Price per Each	962881135	432	842629002948	34	1	KHKI CTN TWL PANT 8/30 9	KHAKI	9	12	1		C12610	0996	300
204	Each	10.75	Wholesale Price per Each	962881136	432	842629002955	34	1	KHKI CTN TWL PANT 8/3 11	KHAKI	11	12	1		C12610	0996	204
108	Each	10.75	Wholesale Price per Each	962881137	432	842629002962	34	1	KHKI CTN TWL PANT 8/3 13	KHAKI	13	12	1		C12610	0996	108

Number of Line Items 6
 Total Extended Line 13,029.00

Total Order Qty 1212.0

P 00975



This data set was generated by Ditrans(TM) of Dlcentral Corporation

page break)

Received from: Mervyns
 Date and time: 8/10/2005 10:08:05 AM

Purchase Order

Trans Control No 101245642
 PO Type Delivery Order
 PO Date 08/08/2005
 Vendor No 0066423

Promotion Code
 Street Contact
 OS Descr COMPTON CA

Special Order Type
 Terms Basis Date Type Delivery Date

Terms Disc Days Due
 Ship/Deliver Not After 08/25/2005

Promotion Start
 Routing Code USE READY TO SHIP WEB

Instruction Type
 Buyer Name
 Ship to Store Name
 Ship to Store Address
 Ship to Store State
 Terms Net Days
 Mervyn PO Type POST-DISTRO

Trans Type Original
 PO Number 0962-9003012
 Department No 982
 Vendor Name GREAT WHITE BEAR LLC
 Guest Name
 FOB Point Origin
 Sale Req Type No Back Order
 Terms Type Basic
 Terms Disc Percent
 Terms Descr N30ROG+1%RTV+1%WH
 Ship/Deliver Not After 08/30/2005

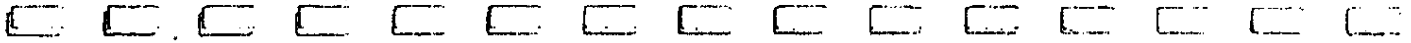
Routing Code Type Assign by Buyer
 Transport Type
 Instruction
 Buyer Store No 0997
 Ship to Code 0997
 Ship to Store City
 Ship to Store Zipcode
 Release No 0001

Line	Qty	Ship Unit	Unit Price	Basis Unit Price	Buyer Catalog No	Vendor Style No	UPC Code	Retail Price	Multi Price Qty	Product Descr	Color Descr	Size	No of Pack	No of Inner Pack	Ticket/Hanger Code	Store No 1	Store No 1 Qty
72	Each	10.75	Wholesale Price per Each	962881132	432	842629002917	34	1	1	KHAKI CTN TWL PANT 8/30 3	KHAKI	3	12	1	C12610	0997	72
144	Each	10.75	Wholesale Price per Each	962881133	432	842629002924	34	1	1	KHAKI CTN TWL PANT 8/30 5	KHAKI	5	12	1	C12610	0997	144
228	Each	10.75	Wholesale Price per Each	962881134	432	842629002931	34	1	1	KHAKI CTN TWL PANT 8/30 7	KHAKI	7	12	1	C12610	0997	228
240	Each	10.75	Wholesale Price per Each	962881135	432	842629002948	34	1	1	KHAKI CTN TWL PANT 8/30 9	KHAKI	9	12	1	C12610	0997	240
156	Each	10.75	Wholesale Price per Each	962881136	432	842629002955	34	1	1	KHAKI CTN TWL PANT 8/30 11	KHAKI	11	12	1	C12610	0997	156
72	Each	10.75	Wholesale Price per Each	962881137	432	842629002962	34	1	1	KHAKI CTN TWL PANT 8/30 13	KHAKI	13	12	1	C12610	0997	72

Number of Line Items 6
 Total Extended Line 9,804.00
 n

Total Order Qt 912.0

P 00977



This data set was generated by Ditrans(TM) of Dlcentral Corporation

(page break)

APPAREL

SHAHPUR APPAREL

Plot No. 60, Sector-24, Korangi Industrial Area, Karachi-Pakistan.
Tel : (92-21) 5087458, 5070152, 5068819 Fax : (92-21) 5067774
E-mail : shahapparel@cyber.net.pk

Head Office : B-17, Clifton Garden FL-1, Block-3,
Khalidkhan Clifton, Karachi. Tel : 4548431 Fax : 4311807

INVOICE NO.
DESCRIPTION:
MARKS & NOS:

PACKING LIST

SAIRAI/294/05 DATED: 11/08/2005.
97% COTTS% LYCRA STRETCH DENIM-CAPRI PANTS
97 % COTT 3% LYCRA STRETCH POPLIN -SHIRTS
WHITE GREAT BEAR / JUNIOR
MERVYNS
P.O # 1501, 1514
STYLE: 107, 100
SIZES: 3,5,7,9,11,13, & XS, S, M, L
CONTENT 12 / 72 PCS PER CTN
QTY 1-404

MADE IN PAKISTAN

CTN NOS.	P.O NO	STYLE NO.	COLOR	PARTY	MEASUREMENT	SIZES & BREAKDOWN							PCS PER	TOT CTN	TOT DOZ	TOT PCS	NET WT	GROSS WT
						SIZES	3	5	7	9	11	13						
001-349	1501	107	DENIM	MERVYNS	25x18x7		1	2	3	3	2	1	12	349	349	4188	2547.700	3141.000
													TOTAL	349	349	4188	2547.700	3141.000
						SIZES												
354-394	1514	100	SAND	MERVYNS	25x15x8.5		12	24	24	12			72	41	246	2952	528.500	616.000
397-410	1514	100	BLACK	MERVYNS	25x15x8.5		12	24	24	12			72	14	84	1008	180.600	210.000
													TOTAL	55	330	3960	709.500	826.000
													GRAND TOTAL	404	679	8148	3257.200	3966.000

FOR SHAHPUR APPAREL


(AUTHORISED SIGNATURE)

P 01069

7/2

2:26

21

77

ISRAEL

COUNTY

BANK

NY

001/008

ARRIVAL OF DOCUMENTS

L/C NUMBER: L620036 DRAWING NUMBER: 001 AUGUST 17, 2005

APPLICANT:

GREAT WHITE BEAR, LLC
1412 BROADWAY
SUITE 2010

ACCOUNT PARTY:

GREAT WHITE BEAR, LLC
1412 BROADWAY
SUITE 2010

PRESENTING BANK:

HSBC
1 QUEENS ROAD CENTRAL
GPO BOX 64
HONGKONG

BENEFICIARY:

RESOURCING AMERICA, INC.
964 EAST 7TH ST.
BROOKLYN, NY 11230

COVER LETTER DATE: AUGUST 15, 2005

REFERENCE NUMBER : BPCMTN654870TRF

DRAWING AMOUNT:

USD 24,560.80

TENOR: SIGHT

FOLLOWING DOCUMENTS TO BE DELIVERED AGAINST:

(X) PAYMENT () ACCEPTANCE

DRAFTS 2
BILL OF LADING 3/3
COMMERCIAL INVOICE 1+1C
STAMPED VISA DOC. 1
CUSTOMS INVOICE 1
PACKING LIST 1
CERT. OF ORIGIN 1

COVERING MERCHANDISE:

288 CTNS LADIES DENIM JEANS

SHIPMENTS:

FROM : HONG KONG TO LOS ANGELES
B/L : 05071851GB01 VIA OOCL HAMBURG VOY.13E30 DTD 8/01/05

DISCREPANCIES:

1. DOCUMENT CALLED STAMPED VISA DOCUMENT PRESENTED HOWEVER THERE IS NO VISA STAMP.
2. B/L OMITTS LC NUMBER AND SHOWS NOTIFY PARTY AS RESOURCING AMERICA, INC INSTEAD OF GREAT WHITE BEAR.

END OF NOTICE

FAX TO: JOE DRAGO
FROM : INGRID ALLEYNE

212-551-8186

PLEASE PROVIDE US WITH YOUR PROMPT INSTRUCTIONS.

I.D. 007
COL@12:46:26

P 01071

DEPARTMENT OF THE TREASURY
UNITED STATES CUSTOMS SERVICE
9: U.S.C. 1481, 1482, 1483

SPECIAL CUSTOMS INVOICE

(Use separate invoice for purchased and non-purchased goods)

From Approved
O.M.B. No. 48-02-102

1. SELLER [REDACTED]		2. DOCUMENT *		3. INVOICE NO. & DATE	
5. CONSIGNEE [REDACTED]		4. REFERENCE *			
8. NOTIFY PARTY *		6. BUYER (If other than consignee) [REDACTED]			
10. ADDITIONAL TRANSPORTATION INFORMATION		7. ORIGIN OF GOODS [REDACTED]			
		9. TERMS OF SALE PAYMENT & DISCOUNT [REDACTED]			
		11. CURRENCY USED [REDACTED]		12. EXCT. RATE (If fixed or agreed)	
				13. DATE ORDER ACCEPTED	
14. MARKS & NUMBERS ON SHIPPING PACKAGES		15. NUMBER OF PACKAGES		16. FULL DESCRIPTION OF GOODS	
[REDACTED]		[REDACTED]		[REDACTED]	
		17. QUANTITY		18. UNIT PRICE	
		[REDACTED]		[REDACTED]	
				19. HOME MARKET	
				[REDACTED]	
				20. INVOICE TOTAL	
				[REDACTED]	
<p>• If the production of these goods involved furnishing goods or services to the seller (or) assists such as dies, molds, tools, engineering works & the value is not included in the invoice price check box (A) & explain in below</p> <p>DECLARATION OF SELLER/SHIPPER (OR AGENT)</p> <p>Declaration there are any rebates drawback or bounties (B) <input type="checkbox"/> to be sold I have checked box (B) and have indicated in column the price I would be willing to receive</p> <p>I further declare that there is no other invoice differing from this one (unless otherwise described below and that all elements contained in this invoice and declaration are true and correct</p> <p>THIS SPACE FOR CONTINUING ANSWERS</p>				<p>21. Packing Costs</p> <p>22. Ocean or International Freight</p> <p>23. Domestic Freight Charged</p> <p>24. Insurance Costs</p> <p>25. Other Costs (Specify Below)</p>	
<p>Is form of invoice required generally if sale of duty based upon or regulated by value of goods & purchase price or value of shipment exceeds \$1000.00 otherwise use commercial invoice.</p> <p>of necessary for U.S. Customs purposes</p>					

RESOURCING AMERICA, INC.

954 EAST 7TH ST
BROOKLYN NY 11230
TEL 718-258-8588

INVOICE# **KPD 4714**LC# **DP**

BANK REF#

Bill To:

GREAT WHITE BEAR INC
1450 BROADWAY, 25TH FLOOR
NEW YORK, NY
10018, USA

Ship To:

GREAT WHITE BEAR INC
1450 BROADWAY, 25TH FLOOR
NEW YORK, NY
10018, USA

BL/AWBL#

P&O GWBLAX500

DEBIT NOTE#

KPD 4714

STYLE#	DESCRIPTION	QTY.	UNIT	LDP/DZ	EXTENSION
17500	1544LADIES WASHED TWILL JACKETS TWILLB OZ	310	Doz	\$104.00	\$32,240.00
214	1553LADIES 100% COTTON KNIT TOP WITH SATIN	313	Doz	\$50.00	\$15,650.00
243	1585LADIES KNIT POLO INTERLOCK	220	Doz	\$60.00	\$13,200.00
432	1550LADIES 100% COTTON KNIT TOP WITH SATIN	377	Doz	\$87.00	\$32,799.00
446	1581LADIES POPLIN TOP POPLIN	303	Doz	\$70.80	\$21,452.40

Mervyns

Style 214 S.P. 9.25 Cost 4.16
MU% 55

Style 440 S.P. 9.25 Cost 5.9
MU 36.2%

PLEASE REMIT PROCEEDS TO:
RESOURCING AMERICA, INC.

SALES AMOUNT: \$115,341.40

DEPOSIT: -\$27,472.50

TOTAL APPLIED: \$87,868.90

BALANCE DUE: \$87,868.90

0 01001

GABRIEL BROTHERS, INC.

55 Scott Avenue
Morgantown, WV 26508-8853
Telephone: (304) 292-6963
Fax: (304) 292-3191

Purchase Order

Vendor Original
Order Date 3/23/06

100-0000122903 BM

Revision: 0

Vendor: 7294

GREAT WHITE BEARAttn: **JEFF GREENBERG**

Fax: 212-391-1425

Phone: 212-391-1223

JEFF GREENBERG

Ship To:

Gabriel Brothers, Inc.
Morgantown DC
55 Scott Ave.
Morgantown, WV 26508

SHIP VIA		F.O.B.		Terms		
Call Traffic Dept: (304) 292-0884 ext 147		ORIGIN		NET 30 DAYS		
Freight Collect		Ship Date		Cancel Date		
		4/03/06		4/10/06		
				Contact		
				JEFF GREENBERG		
Internal Item # / DYN	CS/PK	Total Qty	Style	Description	Unit Cost	Ext. Cost
5202-7204-1-0-0 00400018081244		3000		JR RAMPAGE S/S TOPS 78777- GATHERED BUST 1500 PC 78778- SCOOP NK 1500 PC 5 COLOR PREPACKS	\$3.00	\$9,000.00
5202-7204-2-0-0 00400018081329		3000		JR RAMPAGE S/S TOPS 78778 SCOOP W LACE TRIM 1500 PC 78981- V NK RUFFLE SL LACE TRIM 1500 PC 5 COLOR PRE PACKS	\$3.50	\$10,500.00
Total		6,000				\$19,500.00

☒ All Cartons Must Be Labeled With Item Description, P.O.#, Style # and Color

☒ Ship Complete, Cancel, B/O

☒ Prior To Shipping, Must Provide Confirmation of Shipment and Advance Shipping Notices

☒ All Labels Will Be Intact PREMIX 1ST'S

CONTACT- JEFF

Merchandise shipped and invoices dated on or after the 25th of the month should be billed to us as of the following month. All 30 day datings begin at date of receipt of the shipment by us. The seller agrees to protect us against all claims and damage for infringement of patents and copyrights. In accepting this order, vendor agrees to furnish a guarantee that all textile fiber products specified therein are labeled in accordance with the Federal Textile Fiber Product Identification Act, Federal Care Labeling Regulations and are in compliance with all other federal and state laws.


Authorized Signature

PROPOSED REVISIONS TO THE 2007 EDITION

PAGE ___ OF ___

RESOURCING AMERICA, INC.

ATTENTION: JOE DRAGO

DATE: 09/19/05

COMPANY: GREAT WHITE BEAR INC

FROM: AMIN

FAX:

FAX:011-9221-431-1907

SHIPPING NOTICE**PLEASE BE ADVISED THAT THE FOLLOWING
MERCHANDISE HAS BEEN SHIPPED.**

BUYER: GREAT WHITE BEAR INC, RAM

LC# DP

VENDOR: SHAHPUR APPAREL

PAKISTAN ILG#

VENDOR INVOICE#

BL/AWBL#

CONTAINER#

SA/RAI/285/05

ACLKHINYK-F248

PRSU2315475

SHIPPING COMPANY

CONSOLIDATOR/FRT.FORWARDER

VEN. INV. DATE

SHIPD ON BOARD

CMA CONTAINER LINES

AMERICAN CONTAINER

08/30/05

09/01/05

FEEDER VESSEL VOYAGE

DEPARTED FIRST PORT OF LOADING

FIRST PORT OF LOADING

CMA-CGM NILGAI- V-3335

09/01/05

KARACHI

MOTHER SHIP VOYAGE

ETD SECOND PORT OF LOADING

SECOND PORT OF LOADING

INDAMEX COLORADO- V 5136

09/07/05

NHAVA SHEVA

ETA DESTINATION

ARRIVED DESTINATION

DEBIT NOTE#

09/28/05

NJ/NY

KPD 4732

PO#	STYLE#	COLOR	SIZE	CARTONS	PPK	DOZ	SHPD	LDP/DZ	EXTENTION
1578	17500	ASST	S-XL	420	1.50	630	\$93.00		\$58,590.00
				420 CTNS		630	/DZ		\$58,590.00

S.P. 13.50

Cost 7.75

MU%57%

DOCUMENT FOLLOW UP

___ INVOICE	___ VISA 335	___ SHIPPING MEMO	DEBIT NOTE
___ PACKING LIST	___ VISA	___ INSPECTION REPORT	VISA AWBL
___ BL/AWBL	___ VISA	___ INSPECTION CERTIFICATE	DATE SENT
___ CERTIFICATE OF ORIGIN		___ SINGLE COUNTRY DECL	VIA
			SENT TO

P 01041

RESOURCING AMERICA, INC.

954 EAST 7TH ST
 BROOKLYN NY 11230
 TEL 718-258-8588

INVOICE# **KPD 4732**

LC# D P

BANK REF#:

Bill To:

GREAT WHITE BEAR INC
 1412 BROADWAY, 16TH FLOOR
 NEW YORK, NY
 10018, USA

Ship To:

GREAT WHITE BEAR INC
 1412 BROADWAY, 16TH FLOOR
 NEW YORK, NY
 10018, USA

BL/AWBL#

CMA ACLKHINYK-F248

DEBIT NOTE#

KPD 4732

STYLE#	DESCRIPTION	QTY.	UNIT	LDP/DZ	EXTENSION
17500	1578LADIES WASHED TWILL JACKETS TWILL	630	DOZ	\$93.00	\$58,590.00

PLEASE REMIT PROCEEDS TO:
RESOURCING AMERICA, INC.

SALES AMOUNT: \$58,590.00
 DEPOSIT: -\$10,000.00
 TOTAL APPLIED: \$48,590.00
 BALANCE DUE: \$48,590.00



Head Office: B-17, Clifton Garden FL-1, Block-3,
Kohkashan Clifton, Karachi. Tel: 4545431 Fax: 4511807

INVOICE NO.
DESCRIPTION:
MARKS & NOS:

SA/RAI/285/05 DATED: 30/09/2005.
100 % COTTON LONG SLEEVE LADIES TWILL WOVEN JACKET.
WHITE GREAT BEAR

MIDWEST

P.O.# 1578

STYLE: 17500

SIZES: S,M,L,XL

CONTENT 18 PCS PER CTN

1.420 CTN

MADE IN PAKISTAN

CTN NOS.	P.O. NO.	STYLE NO.	COLOR	PARTY	MEASUR ELEMENT	SIZES & BREAKDOWN				PCS PER CTN	TOT CTN	TOT DOZ	TOT PCS	NET WT KGS	GROSS WT KGS
						S	M	L	XL						
00'-130	1578	17500	ASSORTED	MIDWEST	21x18.5x10	3	6	6	3	18	420	630	7560	3278.000	4116.000
											420	630	7560	3278.000	4116.000

FOR SHAPUR APPAREL

(AUTHORISED SIGNATURE)

14 2005 8:40

RU FREIGHT CORP

3104198831

P.3

RETAIL INVOICE

Exporter TREND SETTERS (KNITS) PLOT NO.888 PHASE-V, UDYOG VIHAR, GURGAON-122016 HARAYANA, INDIA.		Invoice No. & Date TSK / 147/2005 DT.31/08/2005 Buyer's Order No. & Date : STYLE # 108 PO NO.1495 DATE 24/03/2005 Other Reference (s) TIN NO.08881823317		Exporter's Ref. REC NO: 0503002747	
Consignee GREAT WHITE BEAR, LLC 1412 BROADWAY, SUITE 2010, NEW YORK, NY-10018, U.S.A.		Buyer (if other than Consignee) OCONCA SHIPPING, 829 W 8TH STREET, AZUSA CA 91702, ANGIE(626)650-0202 Country of Origin of Goods INDIA. Country of Final Destination USA. Terms of Delivery and Payment			
Pre-Carriage by BY AIR.	Place of Receipt by Pre-Carrier Port of Loading IGIA, NEW DELHI, INDIA.		LC NO. L 820008 DATE 18.04.2006 EXP. DATE 30/08/2006 FREIGHT : COLLECT.		
Vessel/Flight No.	Port of Discharge LOS ANGELES.		Place of Delivery USA.		
Mark & Nos. # 108 No. & Kind of Pkgs. Description of goods Quantity Rate Amount					
" READYMADE GARMENTS" Description Gauze long sleeve split V neck embroidery @ front body. 1/2" width elastic @ lower arm & 3 lines elastic @ sleeve opening. COTTON WOVEN WOMEN'S GAUZE TOP.			PIECES 6120	RATE IN FOB / USD 4.50	TOTAL AMOUNT FOB / USD 27,540.00
CATG : 341 STYLE # 108 PO NO. 1495 TOTAL DOZS : 510 FOB PER DOZ : USD.54.00					
Total Chargeable Amount :			TOTAL 6120	TOTAL FOB USD 27,540.00	
TOTAL CHARGEABLE AMOUNT IN FOB / USD : TWENTY SEVEN THOUSAND FIVE HUNDRED FORTY ONLY.					
<p> <i>Style 108 F.O.B. 4.50 = 54.00 per dz</i> <i>16.8% Duty 9.07</i> <i>L.D.P. 66.07</i> <i>SP-9.25 Cost 5.51 MU 40.4%</i> <i>3.00 Freight 3.00</i> </p>					
Declaration :- We declare that this invoice shows the actual price of goods described and that all particulars are true and correct.					
			FOR TREND SETTERS (KNITS) AUTHORIZED SIGNATORY		

D 01034

RESOURCING AMERICA, INC.PAGE OF

ATTENTION: JOE DRAGO

DATE: 08/24/05

COMPANY: GREAT WHITE BEAR INC

FROM: IDA

FAX: INVALID

FAX:011-9221-431-1907

SHIPPING NOTICE*PLEASE BE ADVISED THAT THE FOLLOWING
MERCHANDISE HAS BEEN SHIPPED.*

BUYER: GREAT WHITE BEAR INC, RAM

LC# L620036

VENDOR: ZHEJIANG FUHAOTE IMP AND EXP CO HONG

I.LC# L620036-01

VENDOR INVOICE#BL/AWBL#CONTAINER#

FHT05- 15

0508121LG801

KKTU7573774

SHIPPING COMPANYCONSOLIDATOR/FRT.FORWARDERVEN. INV. DATE SHIPD ON BOARD

K-LINE

PACIFIC NET LOGISTICS

08/23/05

08/23/05

FEEDER VESSEL VOYAGEDEPARTED FIRST PORT OF LOADINGFIRST PORT OF LOADING

08/23/05

HONG KONG

MOTHER SHIP VOYAGEETD SECOND PORT OF LOADINGSECOND PORT OF LOADING

VECCHIO BRIDGE 2E

ETA DESTINATIONARRIVED DESTINATIONDEBIT NOTE#

09/04/05

LOS ANGELES.

KPD 4728

PO#	STYLE#	COLOR	SIZE	CARTONS	PPK	DOZ	SHPD	LDP/DZ	EXTENTION
1616	216	DENIM	11	50	1.00	50	\$120.00		\$6,000.00
1616	216	DENIM	13	25	1.00	25	\$120.00		\$3,000.00
1616	216	DENIM	3	25	1.00	25	\$120.00		\$3,000.00
1616	216	DENIM	5	50	1.00	50	\$120.00		\$6,000.00
1616	216	DENIM	7	75	1.00	75	\$120.00		\$9,000.00
1616	216	DENIM	9	75	1.00	75	\$120.00		\$9,000.00
1615	218	DENIM	S-13	300	1.00	300	\$120.00		\$36,000.00
				600	CTNS	600	/DZ		\$72,000.00

216 - S.P. 14.75 Cost 10.

218 - S.P. 14.75 Cost 10.

MU% - 32.2%

DOCUMENT FOLLOW UP

___ INVOICE ___ VISA 348

___ SHIPPING MEMO

DEBIT NOTE

___ PACKING LIST ___ VISA

___ INSPECTION REPORT

VISA AWBL

___ BL/AWBL ___ VISA

___ INSPECTION CERTIFICATE

DATE SENT

VIA

___ CERTIFICATE OF ORIGIN

___ SINGLE COUNTRY DECL

SENT TO

P 01044

RESOURCING AMERICA, INC.

854 EAST 7TH ST
BROOKLYN NY 11230
TEL 718-258-0588

LC# L620036
BANK REF: L620036-01

INVOICE# KPD 4728

Ship To:

GREAT WHITE BEAR INC
1450 BROADWAY, 25TH FLOOR
NEW YORK, NY
10018, USA

Bill To:

GREAT WHITE BEAR INC
1450 BROADWAY, 25TH FLOOR
NEW YORK, NY
10018, USA

BL/AWB#

KL 0508121LGB01

DEBIT NOTE#

KPD 4728

STYLE#	DESCRIPTION	QTY.	UNIT	LP/DZ	EXTENSION
216	1616LADIES DENIM JEANSDENIM 10 OZ	50	DOZ	\$120.00	\$6,000.00
216	1616LADIES DENIM JEANSDENIM 10 OZ	25	DOZ	\$120.00	\$3,000.00
216	1616LADIES DENIM JEANSDENIM 10 OZ	25	DOZ	\$120.00	\$3,000.00
216	1616LADIES DENIM JEANSDENIM 10 OZ	50	DOZ	\$120.00	\$6,000.00
216	1616LADIES DENIM JEANSDENIM 10 OZ	25	DOZ	\$120.00	\$3,000.00
216	1616LADIES DENIM JEANSDENIM 10 OZ	50	DOZ	\$120.00	\$6,000.00
216	1616LADIES DENIM JEANSDENIM 10 OZ	75	DOZ	\$120.00	\$9,000.00
216	1616LADIES DENIM JEANSDENIM 10 OZ	75	DOZ	\$120.00	\$9,000.00
216	1616LADIES DENIM JEANSDENIM 10 OZ	75	DOZ	\$120.00	\$9,000.00
216	1616LADIES DENIM JEANS WITH	300	DOZ	\$120.00	\$36,000.00

PLEASE REMIT PROCEEDS TO:
RESOURCING AMERICA, INC.

SALES AMOUNT: \$72,000.00

DEPOSIT: -\$14,400.00

TOTAL APPLIED: \$57,600.00

BALANCE DUE: \$57,600.00

RESOURCING AMERICA INC**PACKING LIST**

M/S GREAT WHITE BEAR

Invoice :

DESCRIPTION FOR 216: LADIES 100% COTTON WOVEN PANTS
 DESCRIPTION FOR 218: LADIES 98% COTTON 2% SPANDEX WOVEN PANTS

Contract no	Style no	Ctns no	Color	SIZE										Qties/carton	Nos of ctn	TTL qties/ctn	KGS	KGS	CTNS
				3	5	7	9	11	13										
1546	216	1-25	denim	12								12	25	300	7.4	6.4	58x46x14		
	216	26-75	denim		12							12	50	600	7.4	6.4	58x46x14		
	216	76-150	denim				12					12	75	900	7.4	6.4	58x46x14		
	216	151-225	denim					12				12	75	900	7.4	6.4	58x46x14		
	216	226-275	denim						12			12	50	600	7.4	6.4	58x46x14		
	216	276-300	denim							12		12	25	300	7.4	6.4	58x46x14		
	218	1-300	denim	1	2	3	3	2	1			12	300	3600	8.3	7.3	58x46x14		

TOTAL 22.4CBM

GROSS WEIGHT : 4710KGS

NET WEIGHT : 4110KGS

SHIPPING MARK

MERVYNS

P/O#:

DPCI-ITEM#

STYLE#

COLOR LT DENIM

CASEPACK 12

COUNTRY OF ORIGIN HONGKONG

CARTON# OF

CARTON DIMENSION

Drawn FROM ISRAEL DISCOUNT BANK OF NEW YORK, NEW YORK
 L/C NO: L620036 DATE OF ISSUE: 050715

D 01046

RESOURCING AMERICA, INC.

PAGE ____ OF ____

ATTENTION: JOE DRAGO

DATE: 08/18/05

COMPANY: GREAT WHITE BEAR INC

FROM: IDA

FAX:

FAX:011-9221-431-1907

SHIPPING NOTICE**PLEASE BE ADVISED THAT THE FOLLOWING
MERCHANDISE HAS BEEN SHIPPED.**

BUYER: GREAT WHITE BEAR INC, RAM

LC# L620036

VENDOR: ZHEJIANG FUHAOTE IMP AND EXP CO, PAKISTAN

TLC# L620036-01

VENDOR INVOICE#

BL/AWBL#

CONTAINER#

FHT05-15

0508064LGB02

NYKU7004455

SHIPPING COMPANY

CONSOLIDATOR/FRT.FORWARDER VEN. INV. DATE SHIPD ON BOARD

NIPPON YUSEN KAISHA

PACIFIC NET LOGISTICS

08/15/05

08/15/05

FEEDER VESSEL VOYAGE

DEPARTED FIRST PORT OF LOADING

FIRST PORT OF LOADING

08/15/05

HONG KONG

MOTHER SHIP VOYAGE

ETD SECOND PORT OF LOADING

SECOND PORT OF LOADING

OOCL LONG BEACH V 16E32

ETA DESTINATION

ARRIVED DESTINATION

DEBIT NOTE#

08/26/05

LOS ANGELES

KPD 4724

PO#	STYLE#	COLOR	SIZE	CARTONSPPK	DOZ.SHPD	LDP/DZ	EXTENTION
1546	210	OFF WHITE	S-XL	299	1.00	299 \$67.20	\$20,092.80
				299 CTNS	299 /DZ		\$20,092.80

L.C.

Mervyns Ed

DOCUMENT FOLLOW UP

___ INVOICE	___ VISA 639	___ SHIPPING MEMO	DEBIT NOTE
___ PACKING LIST	___ VISA	___ INSPECTION REPORT	VISA AWBL
___ BL/AWBL	___ VISA	___ INSPECTION CERTIFICATE	DATE SENT
___ CERTIFICATE OF ORIGIN		___ SINGLE COUNTRY DECL.	SENT TO

RESOURCING AMERICA, INC.

954 EAST 7TH ST
BROOKLYN NY 11230
TEL. 718-258-6568

INVOICE# **KPD 4724**

LC# **L620036**

BANK REF# **L620036-01**

Bill To:

GREAT WHITE BEAR INC
1450 BROADWAY, 25TH FLOOR
NEW YORK, NY
10018, USA

Ship To:

GREAT WHITE BEAR INC
1450 BROADWAY, 25TH FLOOR
NEW YORK, NY
10018, USA

BL/AWBL#

NYK 0508064LGB02

DEBIT NOTE#

KPD 4724

STYLE#	DESCRIPTION	QTY.	UNIT	LDP/DZ	EXTENSION
210	1546LADIES CAMISOLE TOP WITH LACE	299	Doz	\$67.20	\$20,092.80

Style 210

S.P. 9.25

Cost 5.60

MU% 39.4%

PLEASE REMIT PROCEEDS TO:
RESOURCING AMERICA, INC.

SALES AMOUNT: \$20,092.80

FREIGHT: -\$4,018.56

TOTAL APPLIED: \$16,074.24

BALANCE DUE: \$16,074.24

PAGE ___ OF ___

RESOURCING AMERICA, INC.

ATTENTION: JOE DRAGO

DATE: 08/05/05

COMPANY: GREAT WHITE BEAR INC

FROM: AMIN

FAX:

FAX:011-9221-431-1907

SHIPPING NOTICE**PLEASE BE ADVISED THAT THE FOLLOWING
MERCHANDISE HAS BEEN SHIPPED .**

BUYER: GREAT WHITE BEAR INC, RAM

LC# DP

ENDOR: SHAHPUR APPAREL, PAKISTAN

TLC#

ENDOR INVOICE#

BL/AWBL#

CONTAINER#

1A/RAI/276/05

GWBLAX500

PONU1835761

SHIPPING COMPANY

CONSOLIDATOR/FRT.FORWARDER

VEN. INV. DATE

SHIPP ON BOARD

P&O CONTAINERS LIMITED.

BUNKER

07/26/05

07/26/05

FEEDER VESSEL VOYAGE

DEPARTED FIRST PORT OF LOADING

FIRST PORT OF LOADING

HYUNDAI FUTURE 5327

07/27/05

KARACHI

MOTHER SHIP VOYAGE

ETD SECOND PORT OF LOADING

SECOND PORT OF LOADING

VYK PEGASUS 7194

08/07/05

SINGAPORE

ETA DESTINATION

ARRIVED DESTINATION

DEBIT NOTE#

08/28/05

LOS ANGELES

KPD 4714

PO#	STYLE#	COLOR	SIZE	CARTONS/PPK	DOZ SHPD	LDP/DZ	EXTENTION
1544	17500	OLIVE	S-XL	310	1.00	310 \$104.00	\$32,240.00
1553	214	WHITE	S-XL	313	1.00	313 \$50.00	\$15,650.00
1585	243	WHITE	S-XL	220	1.00	220 \$60.00	\$13,200.00
1550	432	KHAKI	3-13	377	1.00	377 \$87.00	\$32,799.00
1581	446	WHITE	S-XL	303	1.00	303 \$70.80	\$21,452.40

1,523 CTNS 1,523 /DZ \$115,341.40

214 S.P. 9.25 Cost 4.16

MU% 55%

Check

Meruyns

Assted

432- S.P. 10.75 Cost 7.25

MU. 33%

w/Charles

Assted

Size

243 - S.P. 9.25 Cost 5.00

MU% 45.9%

Performance

Solid

Color

Style 446 - S.P. 11.00 Cost 5.90

Part MU% 46.3

DOCUMENT FOLLOW UP

INVOICE VISA 341

SHIPPING MEMO

DEBIT NOTE

PACKING LIST VISA

INSPECTION REPORT

VISA AWBL

BL/AWBL VISA

INSPECTION CERTIFICATE

DATE SENT

VIA

CERTIFICATE OF ORIGIN

SINGLE COUNTRY DECL

SENT TO

P 01050

RESOURCING AMERICA, INC.

154 EAST 7TH ST
 BROOKLYN NY 11230
 TEL 718-258-6688

INVOICE# **KPD 4714**

LC# DP

BANK REF#

Bill To:

GREAT WHITE BEAR INC
 1450 BROADWAY, 25TH FLOOR
 NEW YORK, NY
 10018, USA

Ship To:

GREAT WHITE BEAR INC
 1450 BROADWAY, 25TH FLOOR
 NEW YORK, NY
 10018, USA

BL/AWBL#

P&O GWBLAX500

DEBIT NOTE#

KPD 4714

STYLE#	DESCRIPTION	QTY.	UNIT	LDP/DZ	EXTENSION
7500	1544LADIES WASHED TWILL JACKETS TWILL 8 OZ	310	DOZ	\$104.00	\$32,240.00
14	1553LADIES 100% COTTON KNIT TOP WITH SATIN	313	DOZ	\$50.00	\$15,650.00
43	1585LADIES KNIT POLO INTERLOCK	220	DOZ	\$60.00	\$13,200.00
32	1550LADIES 100% COTTON KNIT TOP WITH SATIN	377	DOZ	\$87.00	\$32,799.00
46	1581LADIES POPLIN TOP POPLIN	303	DOZ	\$70.80	\$21,452.40

PLEASE REMIT PROCEEDS TO:
RESOURCING AMERICA, INC.

SALES AMOUNT: **\$115,341.40**DEPOSIT: **-\$27,472.50**TOTAL APPLIED: **\$87,868.90**BALANCE DUE: **\$87,868.90**

P 01051

E-mail: stahardb@cyber.net.pk

(AUTHORISED SIGNATURE)

P 01052

RESOURCING AMERICA, INC.

ATTENTION: JOE DRAGO

COMPANY: GREAT WHITE BEAR INC

FAX:

DATE: 08/05/05

FROM: AMIN

FAX:011-9221-431-1907

PAGE ___ OF ___

SHIPPING NOTICE**PLEASE BE ADVISED THAT THE FOLLOWING
MERCHANDISE HAS BEEN SHIPPED.**

BUYER: GREAT WHITE BEAR INC, RAM

LC# DP

VENDOR: SHAHPUR APPAREL, PAKISTAN

TLC#

VENDOR INVOICE#

SA/RAI/276/05

BL/AWBL#

GWBLAX500

CONTAINER#

PONU1835761

SHIPPING COMPANY

P&O CONTIANERS LIMITED.

CONSOLIDATOR/ERT.FORWERDER

BUNKER

VEN. INV. DATE SHIPD ON BOARD

07/25/05 07/26/05

FEEDER VESSEL VOYAGE

HYUNDAI FUTURE 5327

DEPARTED FIRST PORT OF LOADING

07/27/05

FIRST PORT OF LOADING

KARACHI

MOTHER SHIP VOYAGE

NYK PEGASUS 7194

ETD SECOND PORT OF LOADING

08/07/05

SECOND PORT OF LOADING

SINGAPORE

ETA DESTINATION

08/28/05

ARRIVED DESTINATION

LOS ANGELES

DEBIT NOTE#

KPD 4714

PO#	STYLE#	COLOR	SIZE	CARTONS	PPK	DOZ.	SHPD	LDP/DZ	EXTENTION
1544	17500 ✓	OLIVE	S-XL	310	1.00	310	\$104.00		\$32,240.00
1553	214 ✓	WHITE	S-XL	313	1.00	313	\$50.00		\$15,650.00
1585	243 ✓	WHITE	S-XL	220	1.00	220	\$60.00		\$13,200.00
1550	432	KHAKI	3-13	377	1.00	377	\$87.00		\$32,799.00
1581	446 ✓	WHITE	S-XL	303	1.00	303	\$70.80		\$21,452.40
				1,523 CTNS		1,523 /DZ			\$115,341.40

DOCUMENT FOLLOW UP

___ INVOICE	___ VISA 341	___ SHIPPING MEMO	DEBIT NOTE
___ PACKING LIST	___ VISA	___ INSPECTION REPORT	VISA AWBL
___ BL/AWBL	___ VISA	___ INSPECTION CERTIFICATE	DATE SENT
___ CERTIFICATE OF ORIGIN		___ SINGLE COUNTRY DECL	SENT TO

⑦ 01052

RESOURCING AMERICA, INC.

PAGE ___ OF ___

ATTENTION: JOE DRAGO

DATE: 07/12/05

COMPANY: GREAT WHITE BEAR INC

FROM: AMIN

FAX: INVALID

FAX:011-9221-431-1907

SHIPPING NOTICE**PLEASE BE ADVISED THAT THE FOLLOWING
MERCHANDISE HAS BEEN SHIPPED.**

BUYER: GREAT WHITE BEAR INC, RAM

LC# DP

VENDOR: SHAHPUR APPAREL, PAKISTAN

TLC#

VENDOR INVOICE#BL/AWBL#CONTAINER#

SA/RAI/271/05

999-8209-7035

SHIPPING COMPANYCONSOLIDATOR/FRT.FORWARDERVEN. INV. DATE SHIPD ON BOARD

AIR CHINA

PAKISTAN CARGO

07/11/05

07/14/05

FEEDER VESSEL VOYAGEDEPARTED FIRST PORT OF LOADINGFIRST PORT OF LOADING

CA-946

07/14/05

KARACHI

MOTHER SHIP VOYAGEETD SECOND PORT OF LOADINGSECOND PORT OF LOADING

CA-941

07/24/05

BEIJING

ETA DESTINATIONARRIVED DESTINATIONDEBIT NOTE#

07/24/05

LOS ANGELES

KPD 4692

PO#	STYLE#	COLOR	SIZE	CARTONS	PPK	DOZ	SHPD	LDP/DZ	EXTENTION
1519	221	WHITE	XS-L	40	5.00	200	\$50.00		\$10,000.00
				40 CTNS		200	/DZ		\$10,000.00

Style 221 SP-9.25 Cost-4.16

MU%-55%

Mervyn!

Paid wire 10,000
7/28/05**DOCUMENT FOLLOW UP**

___ INVOICE ___ VISA 339

___ SHIPPING MEMO

___ DEBIT NOTE

___ PACKING LIST ___ VISA

___ INSPECTION REPORT

___ VISA AWBL

___ BL/AWBL ___ VISA

___ INSPECTION CERTIFICATE

___ DATE SENT

___ VIA

___ CERTIFICATE OF ORIGIN

___ SINGLE COUNTRY DECL

___ SENT TO

P 01055

RESOURCING AMERICA, INC.

964 EAST 7TH ST
 BROOKLYN NY 11230
 TEL. 718-258-0588

INVOICE# **KPD 4692**

LC# DP

BANK REF#:

Bill To:

GREAT WHITE BEAR INC
 1450 BROADWAY, 25TH FLOOR
 NEW YORK, NY
 10018, USA

Ship To:

GREAT WHITE BEAR INC
 1450 BROADWAY, 25TH FLOOR
 NEW YORK, NY
 10018, USA

BL/AWBI#

CA 999-8209-7035

DEBIT NOTE#

KPD 4692

STYLE#	DESCRIPTION	QTY.	UNIT	LDP/DZ	EXTENSION
221	1519LADIES 2X2 RIB TANK TOP WITH LACE 2X2	200	DOZ	\$50.00	\$10,000.00

PLEASE REMIT PROCEEDS TO:
RESOURCING AMERICA, INC.

SALES AMOUNT: \$10,000.00

DEPOSIT:

TOTAL APPLIED: \$10,000.00

BALANCE DUE: \$10,000.00

D 0105R

RESOURCING AMERICA, INC.

PAGE ____ OF ____

ATTENTION: JOE DRAGO

DATE: 06/20/05

COMPANY: GREAT WHITE BEAR INC

FROM: IDA

FAX:

FAX:011-9221-431-1907

SHIPPING NOTICE**PLEASE BE ADVISED THAT THE FOLLOWING
MERCHANDISE HAS BEEN SHIPPED.**

BUYER: GREAT WHITE BEAR INC, RAM

LC# DP

VENDOR: ALLIED GLORY ENTERPRISE LTD, PAKISTAN

TLC#

VENDOR INVOICE#

BL/AWBL#

CONTAINER#

AG0072/05

KKLUSH8012518

KKFU9033153

SHIPPING COMPANY

CONSOLIDATOR/FRT.FORWARDER

VEN. INV. DATE SHIPD ON BOARD

K-LINE

PACNET LOGISTICS

06/17/05

06/11/05

FEEDER VESSEL VOYAGE

DEPARTED FIRST PORT OF LOADING

FIRST PORT OF LOADING

06/12/05

SHANGHAI

MOTHER SHIP VOYAGE

ETD SECOND PORT OF LOADING

SECOND PORT OF LOADING

CHESAPEAKE BAY BRIDGE 8E

ETA DESTINATION

ARRIVED DESTINATION

DEBIT NOTE#

06/23/05

LOS ANGELES

KPD 4676

PO#	STYLE#	COLOR	SIZE	CARTONS	PPK	DOZ	SHIPD	LDP/DZ	EXTENSION
1513	105	TURQ	3-13	299	1.00	299	\$91.00		\$27,209.00
1512	111	DENIM	3-13	351	1.00	350.66	\$91.00		\$31,910.06
				650 CTNS		649.66	/DZ		\$59,119.06

Style 105 Gord
Mervyns S.P. 11.00 Cost 7.58
MU% 31%

Style 111
Denim Pant
S.P. 14.50 Cost 7.58
MU% 47.7%

DOCUMENT FOLLOW UP

___ INVOICE	___ VISA 639	___ SHIPPING MEMO	DEBIT NOTE
___ PACKING LIST	___ VISA	___ INSPECTION REPORT	VISA AWBL
___ BL/AWBL	___ VISA	___ INSPECTION CERTIFICATE	DATE SENT
___ CERTIFICATE OF ORIGIN		___ SINGLE COUNTRY DECL	SENT TO

D 01050

RESOURCING AMERICA, INC.

954 EAST 7TH ST
BROOKLYN NY 11230
TEL 718-258-6588

INVOICE# **KPD 4676**

LC# DP

BANK REF#

Bill To:

GREAT WHITE BEAR INC
1450 BROADWAY, 25TH FLOOR
NEW YORK, NY
10018, USA

Ship To:

GREAT WHITE BEAR INC
1450 BROADWAY, 25TH FLOOR
NEW YORK, NY
10018, USA

BL/AWBI#

KL KKLUSH8012518

DEBIT NOTE#

KPD 4676

STYLE#	DESCRIPTION	QTY.	UNIT	LDP/DZ	EXTENSION
105	1513LADIES DENIM JEANS WITH RHINESTONES	299	Doz	\$91.00	\$27,209.00
111	1512LADIES POLAR FLEECE TOPS DENIM10 OZ	350.66	Doz	\$91.00	\$31,910.06

PLEASE REMIT PROCEEDS TO:
RESOURCING AMERICA, INC.

SALES AMOUNT: \$59,119.06

DEPOSIT: -\$59,119.06

TOTAL APPLIED: \$0.00

BALANCE DUE: \$0.00

D 01050

RESOURCING AMERICA, INC.

PAGE ___ OF ___

ATTENTION: JOE DRAGO

DATE: 06/20/05

COMPANY: GREAT WHITE BEAR INC

FROM: IDA

FAX:

FAX:011-9221-431-1907

SHIPPING NOTICE**PLEASE BE ADVISED THAT THE FOLLOWING
MERCHANDISE HAS BEEN SHIPPED.**

BUYER: GREAT WHITE BEAR INC, RAM

LC# DP

VENDOR: ALLIED GLORY ENTERPRISE LTD ,PAKISTAN

T.LC#

VENDOR INVOICE#

BL/AWBL#

CONTAINER#

AG0072/05

KKLUSH8012518

KKFU9033153

SHIPPING COMPANY

CONSOLIDATOR/FRT.FORWARDER

VEN. INV. DATE

SHIPD ON BOARD

K-LINE

PACNET LOGISTICS

06/17/05

06/11/05

FEEDER VESSEL VOYAGE

DEPARTED FIRST PORT OF LOADING

FIRST PORT OF LOADING

06/12/05

SHANGHAI

MOTHER SHIP VOYAGE

ETD SECOND PORT OF LOADING

SECOND PORT OF LOADING

CHESAPEAKE BAY BRIDGE 8E

ETA DESTINATION

ARRIVED DESTINATION

DEBIT NOTE#

06/23/05

LOS ANGELES

KPD 4676

PO#	STYLE#	COLOR	SIZE	CARTONS/PPK	DOZ.SHPD	LDP/DZ	EXTENTION
1513	105	TURQ	3-13	299	1.00	299 \$91.00	\$27,209.00
1512	111	DENIM	3-13	351	1.00	350.66 \$91.00	\$31,910.06
				650 CTNS	649.66 /DZ	\$59,119.06	

Style 105 Gord
Mervyns S.P. 11.00 Cost 7.58
MU% 31%

Style 111
Denim Pant
S.P. 14.50 Cost 7.58
MU% 47.7%

DOCUMENT FOLLOW UP

___ INVOICE	___ VISA 639	___ SHIPPING MEMO	DEBIT NOTE
___ PACKING LIST	___ VISA	___ INSPECTION REPORT	VISA AWBL
___ BL/AWBL	___ VISA	___ INSPECTION CERTIFICATE	DATE SENT
___ CERTIFICATE OF ORIGIN		___ SINGLE COUNTRY DECL	SENT TO

D 01000

RESOURCING AMERICA, INC.

954 EAST 7TH ST
BROOKLYN NY 11230
TEL. 718-258-6588

INVOICE# **KPD 4676**

LC# DP

BANK REF#

Bill To:

GREAT WHITE BEAR INC
1450 BROADWAY, 25TH FLOOR
NEW YORK, NY
10018, USA

Ship To:

GREAT WHITE BEAR INC
1450 BROADWAY, 25TH FLOOR
NEW YORK, NY
10018, USA

BL/AWBL#

KL KKLUSH8012518

DEBIT NOTE#

KPD 4676

STYLE#	DESCRIPTION	QTY.	UNIT	LDP/DZ	EXTENSION
105	1513LADIES DENIM JEANS WITH RHINESTONES	299	DOZ	\$91.00	\$27,209.00
111	1512LADIES POLAR FLEECE TOPS DENIM10 OZ	350.66	DOZ	\$91.00	\$31,910.06

PLEASE REMIT PROCEEDS TO:
RESOURCING AMERICA, INC.

SALES AMOUNT: \$59,119.06

DEPOSIT: -\$59,119.06

TOTAL APPLIED: \$0.00

BALANCE DUE: \$0.00

P 01062

RESOURCING AMERICA, INC.

954 EAST 7TH ST
BROOKLYN NY 11230
TEL 718-258-6588

INVOICE# **KPD 4719**

LC# L 620036

BANK REF# L 620036-01

Bill To:

GREAT WHITE BEAR INC
1412 BROADWAY, 16TH FLOOR
NEW YORK, NY
10018, USA

Ship To:

GREAT WHITE BEAR INC
1412 BROADWAY, 16TH FLOOR
NEW YORK, NY
10018, USA

BL/AWBL#

NYK 0507185LGB01

DEBIT NOTE#

KPD 4719

STYLE#	DESCRIPTION	QTY.	UNIT	LDP/DZ	EXTENSION
1128	1547LADIES DENIM JEANS DENIM 10 OZ STRETCH	207	DOZ	\$106.60	\$22,066.20
241	1548LADIES DENIM JEANS DENIM 10 OZ STRETCH	81	DOZ	\$106.60	\$8,634.60

PLEASE REMIT PROCEEDS TO:
RESOURCING AMERICA, INC.

SALES AMOUNT: **\$30,700.80**

DEPOSIT: **-\$6,140.00**

TOTAL APPLIED: **\$24,560.80**

BALANCE DUE: **\$24,560.80**

ID 010M

RESOURCING AMERICA, INC.

954 EAST 7TH ST
BROOKLYN NY 11230
TEL 718-258-6588

INVOICE# **KPD 4724**LC# **L620036**BANK REF# **L620036-01****Bill To:**

GREAT WHITE BEAR INC
1450 BROADWAY, 25TH FLOOR
NEW YORK, NY
10018, USA

Ship To:

GREAT WHITE BEAR INC
1450 BROADWAY, 25TH FLOOR
NEW YORK, NY
10018, USA

BL/AWBL#

NYK 0508064LGB02

DEBIT NOTE#

KPD 4724

STYLE#	DESCRIPTION	QTY.	UNIT	LDP/DZ	EXTENSION
210	1546LADIES CAMISOLE TOP WITH LACE	299	DOZ	\$67.20	\$20,092.80

Style 210 S.P. 9.25 Cost 5.60
MU% 39.5%

PLEASE REMIT PROCEEDS TO:
RESOURCING AMERICA, INC.

SALES AMOUNT: **\$20,092.80**DEPOSIT: **-\$4,018.56**TOTAL APPLIED: **\$16,074.24**BALANCE DUE: **\$16,074.24**

P 01080

12/18/2005 15:28 FAX 212 882 7719

ISRAEL DISCOUNT BANK NY

001/002

DISCOUNT BANK
 511 FIFTH AVENUE, NEW YORK, NY 10017-0997

ARRIVAL OF DOCUMENTS

L/C NUMBER: LG20058 DRAWING NUMBER: 005 DECEMBER 16, 2005

APPLICANT:
 GREAT WHITE BEAR, LLC
 1412 BROADWAY
 SUITE 2010
 NEW YORK, N.Y. 10018

ACCOUNT PARTY:
 GREAT WHITE BEAR, LLC
 1412 BROADWAY
 SUITE 2010
 NEW YORK, N.Y. 10018

PRESENTING BANK:
 HSBC BANK USA
 TRADE SERVICES OPERATIONS
 452 FIFTH AVENUE - 14TH FLOOR
 NEW YORK, N.Y. 10018

BENEFICIARY:
 RESOURCING AMERICA, INC.
 954 EAST 7TH ST.
 BROOKLYN, NY 11230

COVER LETTER DATE: DECEMBER 14, 2005
 REFERENCE NUMBER: BPCMH658900TF

DRAWING AMOUNT:
 USD 48,840.00

TENOR: SIGHT

FOLLOWING DOCUMENTS TO BE DELIVERED AGAINST:

(X) PAYMENT () ACCEPTANCE
 COMMERCIAL INVOICE 2
 CUSTOMS INVOICE 1
 VISAND INV 1
 AIRWAY BILL 1C
 PACKING LIST 1

COVERING MERCHANDISE:
 370 BOX LADIES CAPRI

SHIPMENTS:
 FROM: HONG KONG
 TO: LOS ANGELES
 BL/AWB/CR/DO: 618HKG 14578782
 BL/AWB DATE: 120805
 VIA BY AIR X

DISCREPANCIES:
 AIR RELEASE ISSUED R004177 USD48840.00

END OF NOTICE

FAX TO: CHERYL
 FROM: SUADA CADSEVIC 551 8598

PLEASE PROVIDE US WITH YOUR PROMPT INSTRUCTIONS.

I.D. 220
 00L012:34:32

Attn: Joe Drago
 Attn: Cheryl
 Payment will be
 issued
 12-19-05.

ATTN:
 Cheryl
 Dir Release
 We will debit
 Mon 12/19/05

This Bank is a member bank of Israel Discount Bank of New York

P 01081

DEC 005 10:1 IDB PROORS PROTG FAX NO. 845 473 1835 P. 02/02
 12/18/2005 15:29 FAX 212 682 7718 ISRAEL DISCOUNT BANK NY 002/002

COMMERCIAL INVOICE**RESOURCING AMERICA, INC.**

854 EAST 7TH ST
 BROOKLYN NY 11230
 TEL. 718-258-4588

INVOICE KPD 4780

LOE L620058
 BANK REF: L620058-01

Bill To:

GREAT WHITE BEAR INC
 1412 BROADWAY, 16TH FLOOR
 NEW YORK, NY
 10018, USA

Ship To:

GREAT WHITE BEAR INC
 1412 BROADWAY, 16TH FLOOR
 NEW YORK, NY
 10018, USA

BL/AWB#

BQ 618 1657 8782

DEBIT NOTE#

KPD 4780

STYLE#	DESCRIPTION	QTY.	UNIT	LDP/DZ	EXTENSION
708	LADIES BELTED CAPRI ST SATEEN	370	DZ	\$132.00	\$48,840.00

PLEASE REMIT PROCEEDS TO:
RESOURCING AMERICA, INC.

SALES AMOUNT: \$48,840.00

DISCOUNT:

TOTAL APPLIED: \$48,840.00

BALANCE DUE: \$48,840.00

P 01082



511 FIFTH AVENUE, NEW YORK, NY 10017-4997

ARRIVAL OF DOCUMENTS

=====

L/C NUMBER: L620058 DRAWING NUMBER: 005 DECEMBER 16, 2005

=====

APPLICANT:

GREAT WHITE BEAR, LLC
1412 BROADWAY
SUITE 2010
NEW YORK, N.Y. 10018

ACCOUNT PARTY:

GREAT WHITE BEAR, LLC
1412 BROADWAY
SUITE 2010
NEW YORK, N.Y. 10018

PRESENTING BANK:

HSBC BANK USA
TRADE SERVICES OPERATIONS
452 FIFTH AVENUE - 14TH FLOOR
NEW YORK, N.Y. 10018

BENEFICIARY:

RESOURCING AMERICA, INC.
954 EAST 7TH ST.
BROOKLYN, NY 11230

=====

COVER LETTER DATE: DECEMBER 14, 2005

REFERENCE NUMBER : BPCMTN658900TRF

DRAWING AMOUNT:

USD 48,840.00

TENOR: SIGHT

=====

FOLLOWING DOCUMENTS TO BE DELIVERED AGAINST:

(X) PAYMENT () ACCEPTANCE

COMMERCIAL INVOICE 2
CUSTOMS INVOICE 1
VISAED INV 1
AIRWAY BILL 1C
PACKING LIST 1

COVERING MERCHANDISE:

370 DOZ LADIES CAPRI

SHIPMENTS:

FROM: HONG KONG
TO : LOS ANGELES
BL/AWB/CR/DO: 618HKG 14578782
BL/AWB DATE : 120805
VIA BY AIR X

DISCREPANCIES:

AIR RELEASE ISSUED R004177 USD48840.00

=====

END OF NOTICE

FAX TO:

CHERYL

FROM : SUADA CAUSEVIC

551 8598

PLEASE PROVIDE US WITH YOUR PROMPT INSTRUCTIONS.

I.D. 220

@OL@12:34:32

P 01083

COMMERCIAL INVOICE

RESOURCING AMERICA, INC.

954 EAST 7TH ST
BROOKLYN NY 11230
TEL 718-258-6588

INVOICE# **KPD 4760**LC# **L620058**BANK REF# **L620058-01****Bill To:**

GREAT WHITE BEAR INC
1412 BROADWAY, 16TH FLOOR
NEW YORK, NY
10018, USA

Ship To:

GREAT WHITE BEAR INC
1412 BROADWAY, 16TH FLOOR
NEW YORK, NY
10018, USA

BL/AWBL#**S Q 618 1457 8782****DEBIT NOTE#****KPD 4760**

STYLE#	DESCRIPTION	QTY.	UNIT	LDP/DZ	EXTENSION
706	LADIES BELTED CAPRI ST SATEEN	370	DOZ	\$132.00	\$48,840.00

PLEASE REMIT PROCEEDS TO:
RESOURCING AMERICA, INC.

SALES AMOUNT: **\$48,840.00**

DEPOSIT :

TOTAL APPLIED: **\$48,840.00**BALANCE DUE: **\$48,840.00**

P 01084

COMMERCIAL INVOICE

RESOURCING AMERICA, INC.

954 EAST 7TH ST
BROOKLYN NY 11230
TEL 718-258-8588

INVOICE# KPD 4760

LC# L620058

BANK REF# L620058-01

Bill To:

GREAT WHITE BEAR INC
1412 BROADWAY, 16TH FLOOR
NEW YORK, NY
10018, USA

Ship To:

GREAT WHITE BEAR INC
1412 BROADWAY, 16TH FLOOR
NEW YORK, NY
10018, USA

BL/AWBL#

SQ 618 1457 8782

DEBIT NOTE#

KPD 4760

STYLE#	DESCRIPTION	QTY.	UNIT	LDP/DZ	EXTENSION
706	LADIES BELTED CAPRI ST SATEEN	370	DOZ	\$132.00	\$48,840.00

PLEASE REMIT PROCEEDS TO:
RESOURCING AMERICA, INC.

SALES AMOUNT: \$48,840.00

DEPOSIT:

TOTAL APPLIED: \$48,840.00

BALANCE DUE: \$48,840.00

0 01025

CUSTOMS INVOICE

RESOURCING AMERICA, INC.

954 EAST 7TH ST
BROOKLYN NY 11230
TEL 718-258-6588

INVOICE# **KPD 4760**LC# **L620058**BANK REF# **L620058-01****Bill To:**

GREAT WHITE BEAR INC
1412 BROADWAY, 16TH FLOOR
NEW YORK, NY
10018, USA

Ship To:

GREAT WHITE BEAR INC
1412 BROADWAY, 16TH FLOOR
NEW YORK, NY
10018, USA

BL/AWBL#**SQ 618 1457 8782****DEBIT NOTE#****KPD 4760**

STYLE#	DESCRIPTION	QTY.	UNIT	LDP/DZ	EXTENSION
706	LADIES BELTED CAPRI ST SATEEN	370	DOZ	\$132.00	\$48,840.00

PLEASE REMIT PROCEEDS TO:
RESOURCING AMERICA, INC.

SALES AMOUNT: **\$48,840.00**

DEPOSIT:

TOTAL APPLIED: **\$48,840.00**BALANCE DUE: **\$48,840.00**

P 01086

STAMPED VISAED INVOICE

RESOURCING AMERICA, INC.

954 EAST 7TH ST
BROOKLYN NY 11230
TEL 718-258-6588

INVOICE# KPD 4760

LC# L620058

BANK REF# L620058-01

Bill To:

GREAT WHITE BEAR INC
1412 BROADWAY, 16TH FLOOR
NEW YORK, NY
10018, USA

Ship To:

GREAT WHITE BEAR INC
1412 BROADWAY, 16TH FLOOR
NEW YORK, NY
10018, USA

BL/AWBL#

SQ 618 1457 8782

DEBIT NOTE#

KPD 4760

STYLE#	DESCRIPTION	QTY.	UNIT	LDP/DZ	EXTENSION
706	LADIES BELTED CAPRI ST SATEEN	370	Doz	\$132.00	\$48,840.00

PLEASE REMIT PROCEEDS TO:
RESOURCING AMERICA, INC.

SALES AMOUNT: \$48,840.00

DEPOSIT:

TOTAL APPLIED: \$48,840.00

BALANCE DUE: \$48,840.00

P 01087

司公限有外匯恒天通
WENZHU INTERNATIONAL TRADE CO. LTD.

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

GREAT WHITE BEAR, LLC,

Plaintiff,

-against -

MERVYNS, LLC,

Defendant.

06 Civ. 13358 (RMB)(FM)

**FINAL EXPERT REPORT
OF STEPHEN J. RANKEL, C.P.A.**

PART 2 OF 2

**EXHIBIT 2 TO THE FINAL EXPERT
REPORT OF STEPHEN J. RANKEL, C.P.A.**

Marianna Fundator

had?

A. Correct.

Q. I have a few follow-up questions just to break down the checks again for the money that was paid by Great White Bear. Let me just so we can get this in a clean manner. In that June 9, 2006 termination agreement, the unpaid royalty amount was 330,000; is that correct?

A. Yes.

Q. Iconix was going to allow Great White Bear to pay only 260,000 of that 330 thousand; is that correct?

MR. BYLER: Objection to the form of the question.

A. Yes.

MR. BYLER: That's an agreement.

Q. I will start over then. Under the agreement dated June 9, 2006, unpaid royalties totalled 330,000; is that correct?

A. Yes.

Q. Great White Bear was to pay 260,000 of that 330,000?

A. Correct.

1 Marianna Fundator

2 Q. Great White Bear therefore was being
3 forgiven \$70,000?

4 A. Correct.

5 MR. BYLER: Objection to the form
6 of the question.

7 Q. Out of that 260,000, Great White
8 Bear made two payments of 65,000; is that
9 correct?

10 A. Yes.

11 Q. Then they made an additional payment
12 of 20,000?

13 A. Yes.

14 Q. That totalled \$150,000?

15 A. Yes.

16 Q. Eventually, Great White Bear made a
17 final payment, an additional final payment of
18 \$66,666.66?

19 A. Yes.

20 Q. That totals \$216,666.66; is that
21 correct?

22 A. Yes.

23 Q. Therefore, Great White Bear did not
24 have to pay \$45,333.34; is that correct?

25 MR. BYLER: Objection to the form

1 Marianna Fundator

2 of the question.

3 A. Yes.

4 Q. That number equals the difference
5 between 260 and the 216,000 payment?

6 A. Yes.

7 Q. Therefore in total, if we include
8 the 70,000 that was originally agreed to by both
9 parties, Great White Bear and Iconix, to be
10 forgiven \$70,000 on the original agreements,
11 plus the additional forgiveness of \$45,333.34,
12 Iconix agreed to permit Great White Bear to not
13 pay \$115,333.34; is that correct?

14 A. Yes.

15 Q. Are you familiar with gross profit
16 reads?

17 A. No.

18 MS. FLEISHMAN: That's all I have
19 for right now, but I reserve any
20 redirect.

21 MR. BYLER: I have a few
22 questions.

23 MS. STEHR: Sorry, I have to make
24 a quick phone call.

25 MR. BYLER: Do you want to take a

MERVYNS LICENSE

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (AAmendment@) is made and entered into as of the 1st day of March, 2005, by and between RAMPAGE LICENSING LLC, a California Limited Liability Company (ALicensors@) and GREAT WHITE BEAR _____, a New Jersey Limited Liability Company (ALicensee@).

RECITALS

A. Licensors and Licensee have heretofore entered into a certain License Agreement dated December 17, 2004 (the AAgreement@), pursuant to which Licensors granted to Licensee the exclusive right, within a specified geographic territory, to manufacture, sell and distribute certain merchandise bearing Licensors' trademarks.

B. The parties desire to amend the Agreement as provided herein.

C. Capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement, unless otherwise noted.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties agree as follows:

1. In addition to the rights and obligations set forth in the Agreement, and subject to Paragraph 9 herein, Licensee shall be permitted to distribute the products listed below under the "R-Rampage Clothing Company" label (see Exhibit A attached hereto) to Mervyns (the "Mervyns Products") for an 18 month term commencing on May 1, 2005 and expiring October 31, 2006 (the "Mervyns License"). (A copy of the approved hang tag is annexed as Exhibit B). Except to the extent specified herein, the Mervyns License shall otherwise be subject to the provisions of the Agreement in all respects.

2. (i) The Mervyns Products shall consist of woven bottoms, woven knits, and knit tops, to be manufactured on a seasonal basis.
- (ii) Utilizing Licensors' 2004 designs, Licensors shall provide design specifications to Licensee on a seasonal basis for: two (2) woven bottoms, five (5) woven knits, and five (5) knit tops.



3. Licensee shall commence production and distribution of the Mervyns Products on or before May 1, 2005.

4. With regard to the Mervyns License, the following shall apply (in addition to what is otherwise provided for in the Agreement as to Licensee's separate and distinct obligations in terms of the Merchandise listed in Agreement Exhibit B as amended).

(i) The Royalty Rate per Article 3(a) relative to the Mervyns License shall be six percent (6%) and payable by Licensee in the manner provided for in the Agreement.

(ii) The Advertising Royalty per Article 7(e)(iii) relative to the Mervyns License shall be two percent (2%) calculated in the same manner as provided in the Agreement and payable by Licensee as provided for therein. The Guaranteed Minimum Advertising Royalty ("GMAR") shall be payable in advance in equal installments concurrently with the GMRP, as listed below.

(iii) The Minimum Net Sales Requirement for the term of the Mervyns License shall be \$5,000,000.00.

(iv) The GMRP for the term of the Mervyns License shall be \$300,000.00, payable in six (6) quarterly installments as follows:

Dates	GMRP	GMAR
June 1, 2005	\$50,000.00	\$0
July 1, 2005	\$50,000.00	\$20,000.00
October 1, 2005	\$50,000.00	\$20,000.00
January 1, 2006	\$50,000.00	\$20,000.00
April 1, 2006	\$50,000.00	\$20,000.00
July 1, 2006	\$50,000.00	\$20,000.00

5. Licensee shall immediately advise Mervyns in writing that it (Mervyns) is not permitted to advertise or utilize the name "Rampage" (including, but not limited to the label and hang tag referenced in Paragraph 1) either through its in-store advertising or via outside publications in any form other than that provided by Licensor. Licensee shall use its best efforts to police and monitor Mervyns compliance with this advertising restriction. In addition to the foregoing, and prior to execution of this Amendment, Licensee shall provide Licensor with an executed agreement from Mervyns, whereby Mervyns shall stipulate that during the term of the Mervyns License they will not utilize the "R-Clothing Company/Rampage" label and logo except to the extent otherwise approved by Licensor, including but not limited to, the form, font, format, and/or size of same as attached hereto. This agreement to be signed by Mervyns shall be in a form approved in advance by Licensor, such approval not to be unreasonably withheld.

6. Notwithstanding anything contained herein to the contrary, a termination of the Agreement shall result in a contemporaneous termination of the Mervyns License granted herein. Among other things, and except to the extent indicated in Paragraph 5 above, the termination provision of Agreement Article 11 shall apply to the respective rights and obligations of the parties set forth in this Amendment.

7. In all other respects, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

ALICENSORS

**RAMPAGE LICENSING LLC, a
California Limited Liability Company**

By 

Its Corporate Secretary

ALICENSEES

**GREAT WHITE BEAR _____ a New
Jersey Limited Liability Company**

By 

Its President

By Telefax – (212) 391-1425
and Overnight Mail

February 2, 2006

Mr. Daniel J. Fodiman
Great White Bear
President
1412 Broadway, 25th Floor
New York, NY 10018

Re: License Agreement between IP Holdings LLC (by assignment from Rampage Licensing, LLC) and Great White Bear LLC, dated December 17, 2004 as amended by First Amendment to License Agreement dated March 1, 2005 (the "License Agreement")

Dear Mr. Fodiman:

We are writing to you on behalf of IP Holdings LLC ("IP Holdings").

This letter is to advise you that you are in default of your obligations under certain provisions of the License Agreement, including, without limitation, your obligation to pay GMRP and GMAP payments due on January 1, 2006 - in the aggregate amount of \$102,500.00 (the "Payments").

Your failure to make the Payments constitutes Events of Default under the License Agreement pursuant to Paragraph 11(b)(i) thereof.

Further, also under Paragraph 11(b), if the Payments (plus interest as specified) are not received within 10 days from the date of this letter, your rights under the License Agreement will terminate without further notice. In addition, all remaining payments due under the License Agreement shall accelerate and become due and payable immediately.

This letter shall serve as notice of the foregoing default under the License Agreement.

ICONIX
BRAND GROUP, INC.

p: 212 730 0030 f: 212 391 2057 | 1450 Broadway | 4th floor | New York, New York 10018
www.iconixbrand.com

Outerwear — \$14,584.46 (royalty on credit); \$10,000 (advert.)
 Merryvyn's — \$50,000 (execution payment); \$50,000 (royalty) & \$20,000 (advert.)

GREAT WHITE BEAR, LLC 1412 BROADWAY SUITE 1804 NEW YORK, NY 10018		1250
PAY TO THE ORDER OF <i>Rampart</i>	DATE <i>July 27, 2005</i> 1-876-280	\$ <i>14,584.46</i>
<i>One Hundred Forty Four Thousand and Five Hundred Eighty Four Dollars</i>		DOLLARS
FOR <i>Kaplan</i>	#001250# 10260097681 1311371711	1250

copy

GREAT WHITE BEAR, LLC 1412 BROADWAY SUITE 1604 NEW YORK, NY 10018		1267
PAY TO THE ORDER OF	DATE <u>12/23/05</u>	1-976-280
<u>IPP Holdings</u>	<u>\$ 30,000</u>	DOLLARS
<u>Thinky Thawcan & Dollars</u>		
IDB BANK Israel Discount Bank of New York 1350 Broadway, New York, NY 10018		
FOR	<u>[Signature]</u>	
⑆001267⑆ ⑆026009768⑆ ⑆3⑈3747⑈3⑈		

Mervyn's license

(second 1/2 of the 90 advance payment)

02-20-06 09:35 FROM-

T-719 P 02/02 F-539

5077

GREAT WHITE BEAR, LLC
1412 BROADWAY SUITE 1604
NEW YORK, NY 10018

ISRAEL DISCOUNT BANK OF NEW YORK
NEW YORK, N.Y. 10018
1-876-260

2/15/2006

PAY TO THE
ORDER OF IP HOLDINGS LLC

Twenty-Five Thousand and 00/100 ***** \$ 25,000.00

IP HOLDINGS LLC

DOLLARS

MEMO

⑈004077⑈ ⑆026009768⑆ 13⑈3747⑈3⑈

GREAT WHITE BEAR, LLC
IP HOLDINGS LLC

2/15/2006

5077

25,000.00

Israel Discount Bank of Ne

25,000.00

5117	
GREAT WHITE BEAR, LLC 1418 BROADWAY SUITE 1604 NEW YORK, NY 10018	
ISRAEL DISCOUNT BANK OF NEW YORK NEW YORK, N.Y. 10018 1-878-280	
3/25/2006	
PAY TO THE ORDER OF	ICONIX
Thirty Thousand and 00/100*****	
DOLLARS	
\$ 30,000.00	
Security Features Included. <input type="checkbox"/> Details on back.	
MEMO	
R by RAMPAGE COLLECTIONS	
100411711 10250097681 13137471311	
5117	
GREAT WHITE BEAR, LLC	
ICONIX	
3/25/2006	
30,000.00	
R by RAMPAGE COLLECTIONS	
30,000.00	

5118

GREAT WHITE BEAR, LLC
1412 BROADWAY SUITE 1604
NEW YORK, NY 10018

ISRAEL DISCOUNT BANK OF NEW YORK
NEW YORK, N.Y. 10018
1-878-280

4/15/2006

PAY TO THE
ORDER OF

ICONIX

\$ **30,000.00

Thirty Thousand and 00/100*****
DOLLARS *****

ICONIX

MEMO.



⑈004118⑈ ⑈026009768⑈ 13⑈3747⑈3⑈

GREAT WHITE BEAR, LLC

ICONIX.

5118

4/15/2006

30,000.00

ldb

30,000.00

GREAT WHITE BEAR, LLC
1412 BROADWAY SUITE 1604
NEW YORK, NY 10018

ISRAEL DISCOUNT BANK OF NEW YORK
NEW YORK, N.Y. 10018
1-976-260

6/29/2006

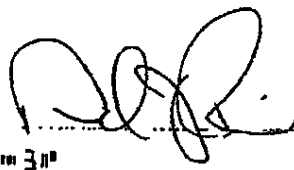
TO THE
ORDER OF ICONIX BRAND GROUP

\$**65,000.00

Sixty-Five Thousand and 00/100***** DOLLARS

ICONIX BRAND GROUP
1450 BROADWAY
4TH FLOOR
NEW YORK, NY 10018

MEMO



004243 10260097681 13 3747 31

GREAT WHITE BEAR, LLC
ICONIX BRAND GROUP

5243

6/29/2006

65,000.00

Israel Discount Bank of Ne

65,000.00

2nd payment of
\$65,000

(no copy of the check for
the first \$65K, but paid
on 6/19/06)

1287

GREAT WHITE BEAR, LLC

1412 BROADWAY SUITE 1804
NEW YORK, NY 10018

PAY
TO THE
ORDER OF

IONIX

DATE

Aug 8, 2006

1-976-260

\$ 20,000

Twenty thousand dollars

100

DOLLARS



IDB BANK

Israel Discount Bank of New York
1350 Broadway, New York, NY 10018

FOR

[Signature]

⑈001287⑈ ⑆026009768⑆ 13⑈3747⑈3⑈

Great White Bear

1073

DATE 06/27/2006 50-791-214

PAY TO THE ORDER OF Rampage

Six thousand six hundred sixty six and 66/100 \$ 6666.66 DOLLARS

North Fork Bank
www.northforkbank.com

FOR Final Payment

1073 12 27 44 06015 912

Iconix Brand Group, Inc.
1450 Broadway, 4th Floor
New York, NY 10018

June 9, 2006

Mr. Daniel J. Fodiman
Great White Bear
President
1412 Broadway, 25th Floor
New York, NY 10018

Re: License Agreement between IP Holdings LLC (by assignment from Rampage Licensing, LLC) and Great White Bear LLC ("GWB"), dated December 17, 2004 as amended by First Amendment to License Agreement dated March 1, 2005 (the "License Agreement")

Dear Mr. Fodiman:

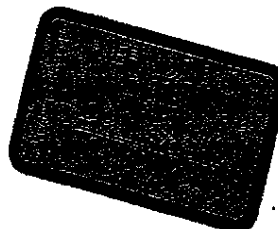
We are writing to you on behalf of IP Holdings LLC ("IP Holdings").

This letter will confirm the agreement of GWB and IP Holdings with respect to the termination of the above-referenced License Agreement. Unless otherwise defined herein or the context clearly requires otherwise, all capitalized terms herein shall have the meanings given to them in the License Agreement.

1. Termination. GWB hereby acknowledges agrees that its rights under the License Agreement have been terminated and that as a result of such termination GWB owes IP Holdings Royalties in the aggregate amount of \$330,000.00 (the "Unpaid Royalties").

2. Payment. GWB hereby agrees to pay IP Holdings the sum of \$260,000.00 in full satisfaction of its obligations to pay the Unpaid Royalties, which amount shall be payable as follows: \$65,000.00 upon execution of this letter; \$65,000.00 on June 14, 2006; and \$21,666.66 on each of July 1, 2006, August 1, 2006, September 1, 2006, October 1, 2006, November 1, 2006 and December 1, 2006. Also, in the event that GWB's total Net Sales for the calendar year 2006 exceed \$4,000,000, GWB shall pay to IP Holdings an additional amount as Royalties equivalent to 6% of such excess no later than January 31, 2007.

July 15
Aug 15
Sept 15
Oct 15
Nov 15
Dec 15



**EXHIBIT 4 TO THE FINAL EXPERT
REPORT OF STEPHEN J. RANKEL, C.P.A.**

AS OF 01/31/06 R				I D B F A C T O R S				D E T A I L E D A G I N G				PAGE 1
CLIENT NO.	INVOICE DATE	TERMS	STORE	CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS				
1200 GREAT WHITE BEAR LLC												
AE NJT01	1/23/06	8.00/10	EOM	1,565.76	1,565.76							
050387	1/23/06	8.00/10	EOM	1,565.76	1,565.76							
CUSTOMER TOTAL												
BEALFLB02	BEALLS OUTLET STORES INC											
029015	11/09/05	NET 60										
CUSTOMER TOTAL												
BEKNC001	BEK ACCTS PAY CENTER											
000000	1/27/06	A/C 745967 0 0000	550	1,305.50-	1,305.50-							
CUSTOMER TOTAL												
BIG NJT01	BIG M INC											
028931	10/14/05	NET 10/EOM + 30										
028932	10/14/05	NET 10/EOM + 30										
028935	10/18/05	NET 10/EOM + 30										
CUSTOMER TOTAL												
BON OHC01	THE BON MARCHE - MACY'S NORTHWEST											
050368	12/20/05	NET 30										
050370	12/20/05	NET 30										
CUSTOMER TOTAL												
BOSCPAR01	BOSCOVE DEPARTMENT STORE											
000000	11/14/05	A/C 20616 0000	049	270.00-	270.00-							
000000	10/12/05	A/C 90107 0000	400	24.00-	24.00-							
020795	9/21/05	NET 10/EOM + 30										
020796	9/21/05	NET 10/EOM + 30										
020797	9/21/05	NET 10/EOM + 30										
020798	9/21/05	NET 10/EOM + 30										
CUSTOMER TOTAL												
BURDCHC01	BURDINES - MACY'S FLORIDA											
050360	12/20/05	NET 30										
050362	12/20/05	NET 30										
CUSTOMER TOTAL												
CAYONCC01	CATO CORPORATION											
020477	6/16/05	2.00/60										
020501	7/13/05	2.00/60										
029021	11/16/05	2.00/60										
CUSTOMER TOTAL												
CHARPAB01	CHARMING SHOPPES, INC.											
020565	8/11/05	+ 60										
CUSTOMER TOTAL												
DAFFNJS01	DAFFY'S											
028905	10/07/05	ROG 0										
CUSTOMER TOTAL												
DD CAP01	DD'S DISCOUNTS											
000000	1/24/06	A/C 11891 0000	906	140.00-	140.00-							

INVOICE#	DATE
NUMBER	TERM
NAME	WILLIS BARK LLC
ADDRESS	SUNSHINE

050207	12/08/05	NET	10+ 35	
				480.00

DATE	DESCRIPTION	AMOUNT
8/1/03	COLLECTION GOOD	.00
8/1/03	COLLECTION GOOD	.00

CUSTOMER TOTAL	240.00	240.00
CUSTOMER TOTAL	240.00	240.00

003217	7/22/05	8 00/ 10	DEPT	3728 MARKET STREET	ST LOUIS MO	63110
003217	7/22/05	8 00/ 10	DEPT	3728 MARKET STREET	ST LOUIS MO	63110

Account	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397</
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0289062	10/26/05	BOM	0289	
0289063	10/25/05	0800010	0289	
02108		953 00	02108	

028967	10/27/05	0800010	DOM	0289	0289	953.00
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10/27/05	0800010	ROM	0289	848.00
10/27/05	0800010	ROM	0289	1.55.00

200511	10/26/05	0800010	EQM	0289	018.00
200512	10/26/05	0800010	EQM	0289	848.00

28974	10/26/05	0800010	DOM	0289	1,165.00

40570	10/26/05	8000010	EQW 0289	1.165.00
28977	10/25/05	8000010	EQW 0288	1.165.00

28979	10/26/05	0800010	EOM	0289	848.00
28979	10/26/05	0800010	EOM	0289	848.00

28982	10/26/05	0800010	BOM	0289
28981	10/26/05	0800010	BOM	0288
1,365.00	10/26/05	0800010	BOM	0287
1,377.00	10/26/05	0800010	BOM	0286

28984	10/26/05	0800010	ROW	0289	848.00
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0800010 BOM 0289
10/26/05
28986
28987
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10/26/05	0800010	RCM	0289	953.00
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[illegible][illegible]

08996	10/26/05	080010	ROM	0389	1,165.00
08996	10/26/05	080010	ROM	0389	1,165.00

DATE	DESCRIPTION	AMOUNT
10/26/05	0800010 BOM 0289	1,183.00
10/26/05	0800010 BOM 0289	953.00

	18,585.00
BOM	(2,326.00)
ZOOM	8.00 / 10
12/09/05	
60211	

FORMINTB01		28,360.00	.00
FORMAN NTTP		28,360.00	.00
FORMAN NTTP			.00
FORMAN NTTP			.00

6,144.00

AS OF 01/31/06 R			IDB FACTORS			DETAILED AGING			PAGE 3
CLIENT NO.	INVOICE DATE	TERMS	STORE	CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	
050098	11/14/05	NET 60			732.00				
CUSTOMER TOTAL	6,876.00			.00	5,876.00	.00	.00	.00	
FOXSYN001 FOXS/ ROBERT FOX INC									
050149	11/14/05	NET 14			79 MAIN STREET		MINEOLA NY		11501
050389	1/25/06	NET 30			1,188.00		1,932.00		
CUSTOMER TOTAL	3,120.00			.00	1,188.00	.00	1,932.00	.00	
GIRLGA001 GIRLS, GIRLS, GIRLS CLOTHING STORE									
028922	10/12/05	NET 30			2785 CRUISE RD, SUITE #7		LAWRENCEVILLE, GA		30044
CUSTOMER TOTAL	120.00			.00	.00	.00	120.00	.00	
FAS FLPO1 H.A.S. INDUSTRIES									
028925	10/14/05	NET 60			3137 NW 25TH AVENUE		POMPANO BEACH, FL		33069
CUSTOMER TOTAL	3,600.00			.00	.00	3,600.00	.00	.00	
MACYINT001 MACY/REGIONAL SPECIAL EVENTS									
003573	9/29/05	NET 30			151 WEST 34TH STREET		NEW YORK NY		10001
003575	9/29/05	NET 30							945.00
CUSTOMER TOTAL	2,646.00			.00	.00	.00	.00	1,701.00	2,646.00
MACYINT002 MACYS MERCHANDISING GROUP									
003579	10/10/05	NET 30			11 PENN PLAZA		NEW YORK, NY		10001
029010	10/27/05	NET 30					18,486.00		
CUSTOMER TOTAL	111,150.00			.00	.00	.00	92,664.00		
MACYOH001 MACY'S EAST									
050363	12/20/05	NET 30			PO BOX 415774		CINCINNATI, OH		30083
050367	12/20/05	NET 30					111,150.00		
CUSTOMER TOTAL	7,110.00			.00	.00	.00	.00	.00	
MACYOH002 MACY'S WEST INC									
050365	12/20/05	NET 30			7 W SEVENTH STREET		CINCINNATI, OH		45202
CUSTOMER TOTAL	798.00			.00	798.00	.00	.00	.00	
MACYOH004 MACY'S.COM									
003407	9/12/05	8.00/ 10	EOM		PO BOX 415778		CINCINNATI OH		45241
050371	12/20/05	NET 30							2,970.00
CUSTOMER TOTAL	3,990.00			.00	1,020.00	.00	.00	2,970.00	
MARMAF001 MARSHALLS									
000000	9/16/05	A/C #20496 0 0000	496		PO BOX 9126 ACCOUNTS PAYABLE		FRAMINGHAM, MA		01701
050103	11/14/05	NET 10/EOM			936.00-				
050104	11/14/05	NET 10/EOM							1,927.66
050105	11/14/05	NET 10/EOM							4,515.00
050152	11/15/05	NET 10/EOM							18,051.30
050153	11/15/05	NET 10/EOM							41,538.00
050154	11/15/05	NET 10/EOM							14,233.32
050155	11/15/05	NET 10/EOM							13,500.48
050372	12/21/05	NET 120							1,147.90
CUSTOMER TOTAL	111,962.66			936.00-	17,985.00	.00	94,913.66	.00	
MERNVCA001 MERVYN'S LLC									
000000	11/22/05	NRAP 0000			22301 FOOTHILL BLVD		HAYWARD, CA		94541
					4.86-				

AS OF 01/31/06 R				I D B F A C T O R S				D E T A I L E D A G I N G				PAGE 4	
CLIENT NO. 1200 GREAT WHITE BEAR LLC				INVOICE DATE				1-30 DAYS				OVER 90 DAYS	
				TERMS				31-60 DAYS					
				STORE				61-90 DAYS					
				CURRENT									
000000	10/24/05	NRAP 0000											
000000	10/03/05	NRAP 0000											
000000	10/18/05	NRAP 0000											
000000	8/29/05	NRAP 0000											
000000	8/09/05	NRAP 0000											
000000	8/11/05	NRAP 0000											
000000	9/19/05	010 0000											
000000	12/28/05	A/C 3412.5 0000											
000000	10/25/05	A/C 355175 0000											
000000	8/29/05	A/C #3130 0000											
000000	11/04/05	A/C 3224, 0000											
003363	9/15/05	+ 30											
003364	9/15/05	+ 30											
003365	9/15/05	+ 30											
003366	9/15/05	+ 30											
003413	9/15/05	+ 30											
050088	11/09/05	+ 30											
050089	11/09/05	+ 30											
050090	11/09/05	+ 30											
050091	11/09/05	+ 30											
050092	11/09/05	+ 30											
050093	11/09/05	+ 30											
050094	11/09/05	+ 30											
050095	11/14/05	2.00/ 30											
050096	11/14/05	2.00/ 30											
050160	11/23/05	2.00/ 30											
050161	11/23/05	2.00/ 30											
050162	11/23/05	2.00/ 30											
050163	11/23/05	2.00/ 30											
050164	11/23/05	2.00/ 30											
050165	11/23/05	2.00/ 30											
050166	11/23/05	2.00/ 30											
050167	11/23/05	2.00/ 30											
050168	11/23/05	2.00/ 30											
050169	11/23/05	2.00/ 30											
050170	11/23/05	2.00/ 30											
050176	11/23/05	2.00/ 30											
050177	11/23/05	2.00/ 30											
050178	11/23/05	2.00/ 30											
050179	11/23/05	2.00/ 30											
CUSTOMER TOTAL	412,947.26												
NORDWAB01 NORDSTROM				PO BOX 870				SEATTLE, WA				98111	
029018	11/11/05	NET 30											
029019	11/11/05	NET 30											
029020	11/11/05	NET 30											
CUSTOMER TOTAL	3,406.00												
OVERTS01 OVERSTOCK.COM				6322 S 3000 E STE 100				SALT LAKE CITY, UT				84121	
050150	11/14/05	ROG 0											
CUSTOMER TOTAL	13,440.00												
PARMSJ01 PARISIAN				P O BOX 20120				JACKSON, MS				39298	
020900	9/27/05	8.00/ 10											
				EOM				1,500.00					

2,899.20

17,400.00
10,614.00
22,098.00
24,708.00
15,660.00

10,878.00

14,097.00

8,658.00

26,862.00

10,212.00

53,940.00

21,590.50

69,120.00

51,840.00

931.20

816.00

4,041.60

4,502.40

1,047.60

1,047.60

4,417.20

5,065.20

3,240.00

10,238.40

9,849.60

869.40

4,968.00

14,655.60

17,388.00

350,275.30

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AS OF 01/31/06 R		IDB FACTORS		DETAILED AGING				PAGE	5
CLIENT NO. 1200	GREAT WHITE BEAR LLC	INVOICE DATE	TERMS	STORE	CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS
CUSTOMER TOTAL	1,500.00			.00	.00	.00	.00	1,500.00	.00
RAMFAL01 RAMPAGE.COM									
020584	8/25/05	NET 30							
028902	9/29/05	NET 30							
028904	9/30/05	NET 30							
030390	1/25/06	NET 30							
CUSTOMER TOTAL	4,400.20			.00	698.20				
				.00	698.20				
RICH0C01 RICH'S/LAZARUS/G - MACY'S CENTRAL									
000000	12/21/05	A/C 786990 0000							
050361	12/20/05	NET 30			5.76-				
050366	12/20/05	NET 30							
CUSTOMER TOTAL	2,586.24			5.76-		1,224.00			
						1,368.00			
						2,592.00			
ROSSCAP01 ROSS STORES INC									
050373	1/05/06	NET 10/EOM + 35							
050391	1/27/06	NET 10/EOM + 45							
CUSTOMER TOTAL	55,045.00			.00					
TJ MAF01 TJ MAXX									
029016	11/09/05	010 EOM 045 0290							
029017	11/09/05	010 EOM 045 0290							
050102	11/14/05	NET 10/EOM + 45							
050106	11/14/05	NET 10/EOM + 45							
050107	11/14/05	NET 10/EOM + 45							
050108	11/14/05	NET 10/EOM + 45							
050156	11/15/05	NET 10/EOM + 45							
050208	11/14/05	NET 10/EOM + 45							
CUSTOMER TOTAL	140,851.82			.00	.00	140,851.82	.00	.00	.00
TK WDM01 T K MAXX									
020583	8/25/05	NET 60							
CUSTOMER TOTAL	27,510.00			.00	.00	.00	.00	.00	.00
WINNCO01 WINNERS APPAREL LTD									
050099	11/14/05	NET 60							
050100	11/14/05	NET 60							
050101	11/14/05	NET 60							
CUSTOMER TOTAL	95,850.00			.00	.00	95,850.00	.00	.00	.00
CLIENT TOTALS	1,670,717.24	33,388.50-	56,533.46	478,882.62	529,631.96	114,942.00	490,727.20		

THE INFORMATION SET FORTH ABOVE IS FOR GENERAL GUIDANCE ONLY AND MAY NOT BE RELIED UPON AS AN INDICATION OF CREDIT RESPONSIBILITY UNLESS VERIFIED AND CREDIT APPROVAL SPECIFICALLY CONFIRMED FOR EACH ITEM.

THE INFORMATION SET FORTH ABOVE IS FOR GENERAL GUIDANCE ONLY AND MAY NOT BE RELIED UPON AS AN INDICATION OF CREDIT RESPONSIBILITY UNLESS VERIFIED AND CREDIT APPROVAL SPECIFICALLY CONFIRMED FOR EACH ITEM.

AS OF 02/28/06 R				I D B F A C T O R S				D E T A I L E D A G I N G				P A G E 1	
CLIENT NO. 1200 GREAT WHITE BEAR LLC				INVOICE DATE				TERMS				OVER 90 DAYS	
INVOICE DATE				STORE				CURRENT				31-60 DAYS	
A&E NJT01				A & B STORES				1000 HUYLER STREET				TETERBORO, NJ	
050387	1/23/06	8.00/10	EOM					1,565.76					
050388	1/23/06	8.00/10	EOM					1,957.20					
050402	2/14/06	+ 30						4,248.24					
050403	2/14/06	+ 30						2,192.64					
050404	2/14/06	+ 30						6,075.44					
CUSTOMER TOTAL				16,039.28				16,039.28					
ALKOMDB01				ALKO DISTRIBUTORS INC				8801 KELSO DR				BALTIMORE, MD	
050421	2/28/06	NET 10/EOM						108.00					
050422	2/28/06	NET 10/EOM						108.00					
050423	2/28/06	NET 10/EOM						108.00					
050424	2/28/06	NET 10/EOM						108.00					
050425	2/28/06	NET 10/EOM						108.00					
050426	2/28/06	NET 10/EOM						108.00					
050427	2/28/06	NET 10/EOM						108.00					
050428	2/28/06	NET 10/EOM						108.00					
050429	2/28/06	NET 10/EOM						108.00					
050430	2/28/06	NET 10/EOM						108.00					
050431	2/28/06	NET 10/EOM						108.00					
050432	2/28/06	NET 10/EOM						108.00					
050433	2/28/06	NET 10/EOM						108.00					
050434	2/28/06	NET 10/EOM						108.00					
050435	2/28/06	NET 10/EOM						108.00					
050436	2/28/06	NET 10/EOM						108.00					
050437	2/28/06	NET 10/EOM						108.00					
050438	2/28/06	NET 10/EOM						108.00					
050439	2/28/06	NET 10/EOM						108.00					
050440	2/28/06	NET 10/EOM						108.00					
CUSTOMER TOTAL				2,160.00				2,160.00					
BEALFLR01				BEALL'S INC				PO BOX 25030				BRADENTON, FL	
050405	2/15/06	NET 60						7,812.00					
CUSTOMER TOTAL				7,812.00				7,812.00					
BEALFLR02				BEALL'S OUTLET STORES INC				1806 38TH AVE E				BRADENTON, FL	
029015	11/09/05	NET 60											
CUSTOMER TOTAL				12,010.80				12,010.80					
BELKNC01				BELK ACCTS PAY CENTER				P O BOX 19184				CHARLOTTE, NC	
000000	1/27/06	A/C 74596P 0 0000						1,305.50					
CUSTOMER TOTAL				1,305.50				1,305.50					
BIG NJT01				BIG M INC				12 VRELAND AVE				TOWSON, NJ	
028931	10/14/05	NET 10/EOM + 30											
CUSTOMER TOTAL				6,804.00				6,804.00					
BON OHC01				THE BON MARCHE - MACY'S NORTHWEST				PO BOX 415785				CINCINNATI, OH	
050368	12/20/05	NET 30											
050370	12/20/05	NET 30											
CUSTOMER TOTAL				9,456.00				9,456.00					
BOSCPAR01				BOSCO'S DEPARTMENT STORE				PO BOX 4131				READING, PA	
CUSTOMER TOTAL				19,606.00				19,606.00					

AS OF 02/28/06 R				IDB FACTORS				DETAILED AGING				PAGE 2
INVOICE NO. 1200 GREAT WHITE BEAR LLC				TERMS				CURRENT				
INVOICE DATE				STORE				1-30 DAYS				OVER 90 DAYS
000000	11/14/05	A/C 20616 0000		049								
000000	10/12/05	A/C 90107 0000		400								
020795	9/21/05	NET 10/EOM + 30										
020796	9/21/05	NET 10/EOM + 30										
020797	9/21/05	NET 10/EOM + 30										
020798	9/21/05	NET 10/EOM + 30										
CUSTOMER TOTAL		1,866.00										
BURDOHC01												
050360	12/20/05	NET 30										
050362	12/20/05	NET 30										
CUSTOMER TOTAL		6,468.00										
CATONCC01												
020477	6/10/05	2.00/ 60										
020501	7/13/05	2.00/ 60										
029021	11/16/05	2.00/ 60										
CUSTOMER TOTAL		265,800.00										
CHARAB01												
020565	8/11/05	+ 60										
CUSTOMER TOTAL		182,920.00										
DAFFNJS01												
028905	10/07/05											
CUSTOMER TOTAL		76,855.00										
DD CAP01												
000000	1/24/06	A/C 11891 0000										
050401	2/13/06	NET 10/EOM + 35										
050405	2/13/06	NET 10/EOM + 35										
CUSTOMER TOTAL		742.00										
FASHLAL01												
050392	2/01/06	NET 10/EOM										
050399	2/13/06	NET 10/EOM										
CUSTOMER TOTAL		255.22										
FILEMAB01												
028962	10/26/05	0800010 EOM D 0289										
050210	12/09/05	8.00/ 10 EOM										
050211	12/09/05	8.00/ 10 EOM										
CUSTOMER TOTAL		22,268.00										
FORMNJP01												
050097	11/14/05	NET 60										
050098	11/14/05	NET 60										
CUSTOMER TOTAL		6,876.00										
FOXSNYM01												
050149	11/14/05	NET 14										
CUSTOMER TOTAL		1,932.00										
GIRLGAL01												

CINCINNATI, OH

CHARLOTTE, NC

BENSALLEN, PA

SECAUCUS, NJ

PLEASANTON CA

LAKE CHARLES, LA

BOSTON, MA

PENNSAUKEN, NJ

MINEOLA NY

LAWRENCEVILLE, GA

AS OF 02/28/06 R		IDB FACTORS		DETAILED AGING			PAGE 3			
CLIENT NO.	1200	GREAT WHITE BEAR LLC	INVOICE DATE	TERMS	STORE	CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS
028922	10/12/05	NET 30	120.00			.00	.00	.00	.00	120.00
CUSTOMER TOTAL										120.00
HAS FLP01	H.A.S. INDUSTRIES									
028925	10/14/05	NET 60	3,600.00		3137 NW 25TH AVENUE	.00	.00	.00	.00	120.00
CUSTOMER TOTAL										120.00
HYMACAO01	HYMAN FAMILY LP									
050407	2/15/06	NET 45	6,657.00		620 S WANAMAKER AVENUE	.00	.00	.00	.00	.00
050408	2/15/06	NET 14	4,816.00			.00	.00	.00	.00	.00
CUSTOMER TOTAL										.00
LAFALAL01	LAFAYETTE BARGAIN STORE									
050393	2/01/06	NET 10/BOM	223.49		2015 W UNIVERSITY AVE	.00	.00	.00	.00	.00
050400	2/13/06	NET 10/BOM	282.58			.00	.00	.00	.00	.00
CUSTOMER TOTAL										.00
MACYNYN01	MACY/REGIONAL SPECIAL EVENTS									
003573	9/29/05	NET 30	151 WEST 34TH STREET			.00	.00	.00	.00	.00
003575	9/29/05	NET 30	NEW YORK NY			.00	.00	.00	.00	.00
CUSTOMER TOTAL										10001
MACYNYN02	MACYS MERCHANDISING GROUP									
003579	10/10/05	NET 30	11 PENN PLAZA			.00	.00	.00	.00	945.00
029010	10/27/05	NET 30	NEW YORK, NY			.00	.00	.00	.00	1,701.00
CUSTOMER TOTAL										2,646.00
MACYOH01	MACY'S EAST									
050363	12/20/05	NET 30	PO BOX 415774			.00	.00	.00	.00	.00
050367	12/20/05	NET 30	CINCINNATI, OH			.00	.00	.00	.00	.00
CUSTOMER TOTAL										30083
MACYOH02	MACY'S WEST INC									
050365	12/20/05	NET 30	7 W SEVENTH STREET			.00	.00	.00	.00	.00
CUSTOMER TOTAL										.00
MACYOH04	MACY'S.COM									
003407	9/12/05	8.00/10 BOM	PO BOX 415778			.00	.00	.00	.00	.00
050371	12/20/05	NET 30	CINCINNATI OH			.00	.00	.00	.00	.00
CUSTOMER TOTAL										45241
MARSMAP01	MARSHALLS									
050372	12/21/05	NET 10/BOM + 45	PO BOX 9126 ACCOUNTS PAYABLE			.00	.00	.00	.00	.00
050398	2/16/06	NET 60	FRAMINGHAM, MA			.00	.00	.00	.00	.00
050410	2/16/06	NET 60	FRAMINGHAM, MA			.00	.00	.00	.00	.00
050419	2/23/06	NET 60	FRAMINGHAM, MA			.00	.00	.00	.00	.00
050420	2/23/06	NET 60	FRAMINGHAM, MA			.00	.00	.00	.00	.00
CUSTOMER TOTAL										01701
MERVCAH01	MERVIN'S LLC									
000000	11/22/05	NRAP 0000	22301 FOOTHILL BLVD			.00	.00	.00	.00	.00
000000	10/24/05	NRAP 0000	4.86-			.00	.00	.00	.00	.00
000000	10/03/05	NRAP 0000	250.56-			.00	.00	.00	.00	.00
000000	10/18/05	NRAP 0000	758.16-			.00	.00	.00	.00	.00
			987.15-			.00	.00	.00	.00	.00

AS OF 02/28/06 R				I D B F A C T O R S		D E T A I L E D A G I N G			PAGE 4
CLIENT NO. 1200	GREAT WHITE BEAR LLC	INVOICE DATE	TERMS	STORE	CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS
000000	8/29/05	NRAP 0000			1,308.66				
000000	8/09/05	NRAP 0000			1,494.12				
000000	8/11/05	NRAP 0000			2,388.21				
000000	9/19/05	010 0000							
000000	12/28/05	A/C 3412,5 0000		032	11,080.32				2,899.20
000000	10/25/05	A/C 355175 0000		175	6,423.20				
000000	8/29/05	A/C #3190 0000		200	1,152.00				
000000	2/06/06	A/C 50178, 0000		300	8,073.00				
000000	11/04/05	A/C 3224, 0000		582	4,860.00				
003363	9/15/05	+ 30							
003364	9/15/05	+ 30							
003365	9/15/05	+ 30							
003366	9/15/05	+ 30							
003413	9/15/05	+ 30							
050091	11/09/05	+ 30							
050092	11/09/05	+ 30							
050160	11/23/05	2.00/ 30							
050161	11/23/05	2.00/ 30							
050162	11/23/05	2.00/ 30							
050163	11/23/05	2.00/ 30							
050164	11/23/05	2.00/ 30							
050165	11/23/05	2.00/ 30							
050166	11/23/05	2.00/ 30							
050167	11/23/05	2.00/ 30							
050168	11/23/05	2.00/ 30							
050169	11/23/05	2.00/ 30							
050170	11/23/05	2.00/ 30							
CUSTOMER TOTAL	136,869.75				38,780.24	.00	.00	93,379.20	
OVERSTOCK	OVERSTOCK.COM								
050150	11/14/05	ROG 0			6322 S 3000 E STE 100				
CUSTOMER TOTAL	13,440.00				13,440.00	.00	.00	84121	
RAMPAL01	RAMPAGE.COM								
020584	8/25/05	NET 30			2300 S EASTERN AVENUE				
028902	9/29/05	NET 30							
028904	9/30/05	NET 30							
050390	1/25/06	NET 30							
CUSTOMER TOTAL	4,400.20				698.20	.00	.00	1,404.00	
RICHHC01	RICH'S/LAZARUS/G				698.20	.00	.00	1,854.00	
000000	12/21/05	A/C 786990 0000		990	PO BOX 415770			444.00	
050361	12/20/05	NET 30			5.76				
050366	12/20/05	NET 30							
CUSTOMER TOTAL	2,586.24				5.76	.00	.00	3,702.00	
ROSSCAP01	ROSS STORES INC								
050373	1/05/06	NET 10/EOM + 35			4440 ROSEWOOD DR - BLD 4				
050391	1/17/06	NET 10/EOM + 45							
050394	2/03/06	NET 10/EOM + 35							
050395	2/03/06	NET 10/EOM + 35							
050409	2/17/06	NET 10/EOM + 35							
CUSTOMER TOTAL	167,131.00				167,131.00	.00	.00	.00	

AS OF 02/28/06 R				IDB FACTORS		DETAILED AGING				PAGE 5	
CLIENT NO. 1200 GREAT WHITE BEAR LLC				INVOICE DATES		TERMS					
TJ MAF01				TJ MAXX		1-30 DAYS		31-60 DAYS		61-90 DAYS	
050411				2/16/06 NET 60		CURRENT		PO BOX 9126		FRAMINGHAM, MA	
050412				2/16/06 NET 60				5,544.00			
050413				2/16/06 NET 60				6,930.00			
050414				2/16/06 NET 60				30,030.00			
050415				2/16/06 NET 60				3,696.00			
050416				2/23/06 NET 60				13,552.00			
050417				2/23/06 NET 60				11,550.00			
CUSTOMER TOTAL				74,690.00				74,690.00			
VALUECNC01				VALUE CITY DEPARTMENT STORES				.00			
050397				2/08/06 NET 60		3241 WESTERVILLE RD		.00		.00	
CUSTOMER TOTAL				8,160.00		8,160.00		.00		COLUMBUS, OH	
WINNENC01				WINNERS APPAREL LTD		6715 AIRPORT ROAD		.00		.00	
050099				11/14/05 NET 60				58,950.00		MISSISSAUGA, ONTARIO L4V1Y	
050100				11/14/05 NET 60				24,000.00			
050101				11/14/05 NET 60				12,900.00			
050374				1/10/06 NET 60				2,700.00			
050418				2/23/06 NET 60				4,500.00			
CUSTOMER TOTAL				103,050.00				7,200.00			
CLIENT TOTALS				1,386,454.07		40,525.50		371,558.07		95,850.00	
						14,138.20		337,550.80		95,787.80	
										567,419.20	
THE INFORMATION SET FORTH ABOVE IS FOR GENERAL GUIDANCE ONLY AND MAY NOT BE RELIED UPON AS AN INDICATION OF CREDIT RESPONSIBILITY UNLESS VERIFIED AND CREDIT APPROVAL SPECIFICALLY CONFIRMED FOR EACH ITEM.											

AS OF 03/31/06 R		I D B		F A C T O R S		D E T A I L E D A G I N G		P A G E	
CLIENT NO. 1200 GREAT WHITE BEAR LLC		INVOICE DATE		TERMS		STORE		CURRENT	
AE NJT01		A & B STORES		1-30 DAYS		1000 HUYLER STREET		31-60 DAYS	
050387		1/23/06		8.00/ 10		EOM		61-90 DAYS	
050398		1/23/06		8.00/ 10		EOM		OVER 90 DAYS	
050402		2/14/06		+ 30				TETTERBORO, NJ	
050403		2/14/06		+ 30				1,565.76	
050404		2/14/06		+ 30				1,957.20	
CUSTOMER TOTAL		16,039.28						07608	
ALMOMD801		ALMO DISTRIBUTORS INC				8801 KELSO DR		BALTIMORE, MD	
050421		2/28/06		NET 10/EOM		108.00		.00	
050422		2/28/06		NET 10/EOM		108.00		.00	
050423		2/28/06		NET 10/EOM		108.00		.00	
050424		2/28/06		NET 10/EOM		108.00		.00	
050425		2/28/06		NET 10/EOM		108.00		.00	
050426		2/28/06		NET 10/EOM		108.00		.00	
050427		2/28/06		NET 10/EOM		108.00		.00	
050428		2/28/06		NET 10/EOM		108.00		.00	
050429		2/28/06		NET 10/EOM		108.00		.00	
050430		2/28/06		NET 10/EOM		108.00		.00	
050431		2/28/06		NET 10/EOM		108.00		.00	
050432		2/28/06		NET 10/EOM		108.00		.00	
050433		2/28/06		NET 10/EOM		108.00		.00	
050434		2/28/06		NET 10/EOM		108.00		.00	
050435		2/28/06		NET 10/EOM		108.00		.00	
050436		2/28/06		NET 10/EOM		108.00		.00	
050437		2/28/06		NET 10/EOM		108.00		.00	
050438		2/28/06		NET 10/EOM		108.00		.00	
050439		2/28/06		NET 10/EOM		108.00		.00	
050440		2/28/06		NET 10/EOM		108.00		.00	
CUSTOMER TOTAL		2,160.00				2,160.00		.00	
BEALFLB01		BEALL'S INC				PO BOX 25030		BRADENTON, FL	
050406		2/15/06		NET 60		7,812.00		.00	
CUSTOMER TOTAL		7,812.00				7,812.00		.00	
BIG NJT01		BIG M INC				12 VRELAND AVE		TOTOVA, NJ	
028931		10/14/05		NET 10/EOM + 30		.00		.00	
CUSTOMER TOTAL		6,804.00				.00		.00	
BOBSCM03		BOBS STORES CORP				150 CORPORATE COURT		MERIDEN, CT	
050442		3/13/06		NET 60		2,772.00		.00	
CUSTOMER TOTAL		2,772.00				2,772.00		.00	
ROSCPAR01		ROSCOV'S DEPARTMENT STORE				PO BOX 4131		READING, PA	
000000		11/14/05		A/C 20616 0000		270.00-		.00	
000000		10/12/05		A/C 90107 0000		24.00-		.00	
CUSTOMER TOTAL		294.00-		294.00-		294.00-		.00	
CHARPAB01		CHARMING SHOPPES, INC.				450 WINKS LANE		BENSALEM, PA	
050441		3/03/06		3.00/ 60		84,884.80		.00	
CUSTOMER TOTAL		84,884.80				84,884.80		.00	
DAFFNJ801		DAFFY'S				DAFFY'S WAY		SECAUCUS, NJ	
CUSTOMER TOTAL		.00				.00		.00	

AS OF 03/31/06 R			IDB FACTORS			DETAILED AGING				PAGE 2
CLIENT NO. 1200 GREAT WHITE BEAR LLC		INVOICE DATE	TERMS	STORE	CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	
028905	10/07/05	76,855.00	ROG 0	.00	.00	.00	.00	76,855.00		
CUSTOMER TOTAL								76,855.00		
DD CAP01	DD'S DISCOUNTS			4440 ROSEWOOD DRIVE						
000000	1/24/06	A/C 11891 0000		140.00						
050401	2/13/06	NET 10/EOM + 35		504.00						
050405	2/13/06	NET 10/EOM + 35		378.00						
CUSTOMER TOTAL				742.00	.00	.00	.00			
FILEMAB01	FILENE'S DEPARTMENT STORE			426 WASHINGTON ST						
050210	12/09/05	8.00/ 10 EOM								
050211	12/09/05	8.00/ 10 EOM								
CUSTOMER TOTAL				21,315.00	.00	.00	.00			
HAS FLP01	H.A.S. INDUSTRIES			3137 NW 25TH AVENUE						
028925	10/14/05	NET 60								
CUSTOMER TOTAL				3,600.00	.00	.00	.00			
HYMAC001	HYMAN FAMILY LP			620 S WANAMAKER AVENUE						
050407	2/15/06	NET 45		6,657.00						
050408	2/15/06	NET 14								
CUSTOMER TOTAL				11,473.00	.00	.00	.00			
LAPALAL01	LAFAYETTE BARGAIN STORE			2015 W UNIVERSITY AVE						
050393	2/01/06	NET 10/EOM		223.49						
050400	2/13/06	NET 10/EOM		282.58						
CUSTOMER TOTAL				506.07	.00	.00	.00			
MACVYN02	MACYS MERCHANDISING GROUP			11 PENN PLAZA						
003579	10/10/05	NET 30								
CUSTOMER TOTAL				18,486.00	.00	.00	.00			
MACVOHC04	MACY'S.COM			PO BOX 415778						
003407	9/12/05	8.00/ 10 EOM								
050371	12/20/05	NET 30								
CUSTOMER TOTAL				3,990.00	.00	.00	.00			
MARMAF01	MARSHALLS			PO BOX 9126 ACCOUNTS PAYABLE						
050372	12/21/05	NET 10/EOM + 45		17,985.00						
050398	2/16/06	NET 60								
050410	2/16/06	NET 60		18,480.00						
050419	2/23/06	NET 60		27,720.00						
050420	2/23/06	NET 60		36,190.00						
050448	3/29/06	NET 60		15,400.00						
CUSTOMER TOTAL				46,200.00	.00	.00	.00			
MERVCAH01	MERVYN'S LLC			17,985.00						
000000	11/22/05	NRAP 0000		22301 FOOTHILL BLVD						
000000	10/24/05	NRAP 0000		4.86						
000000	10/03/05	NRAP 0000		250.56						
000000	10/18/05	NRAP 0000		758.16						
000000	8/29/05	NRAP 0000		987.15						
000000	8/09/05	NRAP 0000		1,308.66						
000000	8/11/05	NRAP 0000		1,494.12						
CUSTOMER TOTAL				2,388.21	.00	.00	.00			
CUSTOMER TOTAL				143,990.00	.00	.00	.00			
CUSTOMER TOTAL				17,985.00	.00	.00	.00			
CUSTOMER TOTAL				17,985.00	.00	.00	.00			
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CUSTOMER TOTAL				17,985.00	.00	.00	.00			
CUSTOMER TOTAL				17,985.00	.00	.00	.00			

AS OF 03/31/06 R		IDB FACTORS		DETAILED AGING			PAGE
CLIENT NO. 1200 GREAT WHITE BEAR LLC		INVOICE DATE		TERMS			3
				1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS
				CURRENT			
				STORE			
000000	9/19/05	010 0000					
000000	12/28/05	A/C 3412.5 0000					
000000	10/25/05	A/C 35175 0000	032	11,080.32-			
000000	8/29/05	A/C #3190 0000	175	6,423.20-			
000000	2/06/06	A/C 50178, 0000	200	1,152.00-			
000000	11/04/05	A/C 3224, 0000	300	8,073.00-			
003363	9/15/05	+ 30	582	4,860.00-			
003364	9/15/05	+ 30					
003365	9/15/05	+ 30					
003366	9/15/05	+ 30					
003413	9/15/05	+ 30					
050091	11/09/05	+ 30					
050092	11/09/05	+ 30					
050160	11/23/05	2.00/ 30					
050161	11/23/05	2.00/ 30					
050162	11/23/05	2.00/ 30					
050163	11/23/05	2.00/ 30					
050164	11/23/05	2.00/ 30					
050165	11/23/05	2.00/ 30					
050166	11/23/05	2.00/ 30					
050167	11/23/05	2.00/ 30					
050168	11/23/05	2.00/ 30					
050169	11/23/05	2.00/ 30					
050170	11/23/05	2.00/ 30					
CUSTOMER TOTAL		136,869.76		38,780.24-	.00	.00	175,650.00
RAMPCAL01		RAMPAGE.COM		2300 S EASTERN AVENUE		LOS ANGELES CA	
020584	8/25/05	NET 30					90040
028902	9/29/05	NET 30					1,404.00
028904	9/30/05	NET 30					1,854.00
050390	1/25/06	NET 30					444.00
CUSTOMER TOTAL		4,400.20		.00	698.20	.00	3,702.00
RICHOR001		RICH'S/LAZARDUS/G - MACY'S CENTRAL		PO BOX 415770		CINCINNATI, OH	
000000	12/21/05	A/C 786990 0000	990	5.76-	698.20	.00	45241
CUSTOMER TOTAL		5.76-		5.76-	.00	.00	
ROSCAP01		ROSS STORES INC		4440 ROSEWOOD DR - BLD 4		PLEASANTON CA	
050373	1/05/06	NET 10/EOM + 35					.00
050391	1/27/06	NET 10/EOM + 45					
050394	2/03/06	NET 10/EOM + 35					
050395	2/03/06	NET 10/EOM + 35					
050409	2/17/06	NET 10/EOM + 35					
050443	3/24/06	NET 10/EOM + 35					
CUSTOMER TOTAL		185,131.00		.00	38,490.00	.00	.00
TJ MAP01		TJ MAXX		PO BOX 9126		FRAMINGHAM, MA	
050411	2/16/06	NET 60					01701
050412	2/16/06	NET 60					
050413	2/16/06	NET 60					
050414	2/16/06	NET 60					
050415	2/23/06	NET 60					
050416	2/23/06	NET 60					
050417	2/23/06	NET 60					

AS OF 03/31/06 R		IDB FACTORS		DETAILED AGING				PAGE
CLIENT NO.	1200	GREAT WHITE BEAR LLC						4
INVOICE DATE	TERMS	STORE	CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	
050444	3/29/06 NET 60		2,772.00					
050445	3/29/06 NET 60		13,398.00					
050446	3/29/06 NET 60		20,790.00					
050447	3/29/06 NET 60		9,240.00					
CUSTOMER TOTAL	120,890.00	.00	120,890.00	.00	.00	.00	.00	
VALUHC01	VALUE CITY DEPARTMENT STORES							
050397	2/08/06 NET 60		3241 WESTERVILLE RD					
CUSTOMER TOTAL	8,160.00	.00	8,160.00	.00	.00	.00	.00	43224
WINNCO01	WINNERS APPAREL LTD							
050418	2/23/06 NET 60		6715 AIRPORT ROAD					
CUSTOMER TOTAL	4,500.00	.00	4,500.00	.00	.00	.00	.00	
CLIENT TOTALS	879,065.35	39,220.00	502,645.12	65,320.03	698.20	99,190.00	211,212.00	

THE INFORMATION SET FORTH ABOVE IS FOR GENERAL GUIDANCE ONLY AND MAY NOT BE RELIED UPON AS AN INDICATION OF CREDIT RESPONSIBILITY UNLESS VERIFIED AND CREDIT APPROVAL SPECIFICALLY CONFIRMED FOR EACH ITEM.

AS OF 04/30/06 R				IDB FACTORS			DETAILED AGING			PAGE 1
CLIENT NO. 1200	GREAT WHITE BEAR LLC	INVOICE DATE	TERMS	STORE	CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	
BOBSCTM03	BOBS STORES CORP	3/13/06	NET 60	.00	2,772.00	.00	.00	NERIDEN, CT	06450	
CUSTOMER TOTAL	2,772.00				2,772.00	.00	.00			
BOSCPAR01	BOSCOVE DEPARTMENT STORE	11/14/05	A/C 20616 0000	049	270.00	.00	.00	READING, PA	19606	
CUSTOMER TOTAL	294.00			294.00	294.00	.00	.00			
CHARPAB01	CHARMING SHOPPES, INC.	3/03/06	3.00/ 60	.00	84,884.80	.00	.00	BENSALLEN, PA	19020	
CUSTOMER TOTAL	84,884.80			.00	84,884.80	.00	.00			
DAFFNUS01	DAFFY'S	10/07/05	ROG 0	.00	.00	.00	.00	SECAUCUS, NJ	07094	
CUSTOMER TOTAL	76,855.00			.00	.00	.00	.00			
DD CAP01	DD'S DISCOUNTS	1/24/06	A/C 11891 0000	906	140.00	.00	.00	PLEASANTON CA	94588	
CUSTOMER TOTAL	357.00			140.00	357.00	.00	.00			
FILEMAB01	FILEN'S DEPARTMENT STORE	12/09/05	8.00/ 10 EOM	.00	426 WASHINGTON ST	.00	.00	BOSTON, MA	02108	
CUSTOMER TOTAL	21,315.00			.00	.00	.00	.00			
GABRWV01	GABRIEL BROTHERS	4/17/06	NET 30	.00	55 SCOTT AVE.	.00	.00	MORGANTOWN, WV	26505	
CUSTOMER TOTAL	19,656.00			.00	19,656.00	.00	.00			
MACYNY02	MACYS MERCHANDISING GROUP	10/10/05	NET 30	.00	11 PENN PLAZA	.00	.00	NEW YORK, NY	10001	
CUSTOMER TOTAL	18,486.00			.00	.00	.00	.00			
MACYHRC04	MACY'S.COM	4/12/06	A/C 50357 0000	147	21,060.00	.00	.00	CINCINNATI OH	45241	
CUSTOMER TOTAL	18,090.00			21,060.00	21,060.00	.00	.00			
MARSHAF01	MARSHALLS	12/21/05	NET 10/EOM + 45	.00	PO BOX 9126	.00	.00	FRAMINGHAM, MA	01701	
CUSTOMER TOTAL	276,455.00			.00	188,400.00	70,070.00	17,985.00			
MERVCAH01	MERVYN'S LLC	11/23/05	NRAP 0000	.00	22301 FOOTHILL BLVD	.00	.00	HAYWARD, CA	94541	
CUSTOMER TOTAL	4,856.56			.00	4,856.56	.00	.00			

AS OF 04/30/06 R				IDB FACTORS		DETAILED AGING			PAGE
CLIENT NO. 1200 GREAT WHITE BEAR LLC				INVOICE DATE		TERMS			2
				STORE	CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS
000000	10/03/05	NRAP 0000			758.16				
000000	10/18/05	NRAP 0000			987.15				
000000	8/29/05	NRAP 0000			1,308.66				
000000	8/09/05	NRAP 0000			1,494.12				
000000	8/11/05	NRAP 0000			2,388.21				
000000	9/19/05	010 0000							
000000	12/28/05	A/C 3412,5 0000			11,080.32				
000000	10/25/05	A/C 355175 0000		032	6,423.20				2,899.20
000000	8/29/05	A/C #3190 0000		175	200				
000000	2/06/06	A/C 50178, 0000		200	1,152.00				
000000	11/04/05	A/C 3224, 0000		300	8,073.00				
003363	9/15/05	+ 30		582	4,860.00				
003364	9/15/05	+ 30							
003365	9/15/05	+ 30							
003366	9/15/05	+ 30							
003413	9/15/05	+ 30							
050091	11/09/05	+ 30							
050092	11/09/05	+ 30							
050160	11/23/05	2.00/ 30							
050161	11/23/05	2.00/ 30							
050162	11/23/05	2.00/ 30							
050163	11/23/05	2.00/ 30							
050164	11/23/05	2.00/ 30							
050165	11/23/05	2.00/ 30							
050166	11/23/05	2.00/ 30							
050167	11/23/05	2.00/ 30							
050168	11/23/05	2.00/ 30							
050169	11/23/05	2.00/ 30							
050170	11/23/05	2.00/ 30							
CUSTOMER TOTAL					38,780.24	.00	.00	.00	175,650.00
MIDWEST APPAREL GROUP					2301 FRONT STREET				
055007					3,621.90				
CUSTOMER TOTAL					3,621.90	.00	.00	.00	64120
RAMPAGE.COM					2300 S EASTERN AVENUE				
020584	8/25/05	NET 30							.00
028902	9/29/05	NET 30							
028904	9/30/05	NET 30							1,404.00
050390	1/25/06	NET 30							1,854.00
CUSTOMER TOTAL					4,400.20	.00	.00	.00	444.00
RICHMOND									
000000	12/21/05	A/C 786990 0000			PO BOX 415770				
CUSTOMER TOTAL					5.76	.00	.00	.00	3,702.00
ROSS STORES INC					4440 ROSEWOOD DR - BLD 4				
050409	2/17/06	NET 10/EOM + 35			38,142.00				.00
050443	3/24/06	NET 10/EOM + 35							
050449	4/05/06	NET 10/EOM + 35							
050450	4/05/06	NET 10/EOM + 35							
050451	4/07/06	NET 10/EOM + 35							
050452	4/07/06	NET 10/EOM + 35							
050459	4/19/06	NET 10/EOM + 35							

AS OF 04/30/06 R		IDB FACTORS		DETAILED AGING				PAGE
CLIENT NO. 1200 GREAT WHITE BEAR LLC		TERMS						3
INVOICE	DATE	STORE	CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	
CUSTOMER TOTAL	231,912.00	.00	193,770.00	38,142.00	.00	.00	.00	
TJ MAP01		PO BOX 9126		FRAMMINGHAM, MA		01701		
050414	2/16/06 NET 60			3,696.00				
050415	2/23/06 NET 60			13,552.00				
050416	2/23/06 NET 60			11,550.00				
050417	2/23/06 NET 60			3,388.00				
050444	3/29/06 NET 60		2,772.00					
050445	3/29/06 NET 60		13,398.00					
050446	3/29/06 NET 60		20,790.00					
050447	3/29/06 NET 60		9,240.00					
050453	4/19/06 NET 60		12,000.00					
050454	4/19/06 NET 60		15,680.00					
050455	4/19/06 NET 60		15,200.00					
050456	4/19/06 NET 60		5,120.00					
050457	4/19/06 NET 60		12,600.00					
050463	4/26/06 NET 60		17,440.00					
050464	4/26/06 NET 60		3,200.00					
050465	4/26/06 NET 60	ROG 0	63,000.00					
CUSTOMER TOTAL	222,626.00	.00	190,440.00	32,186.00	.00	.00	.00	
VALUOH001		3241 WESTERVILLE RD		COLUMBUS, OH		43224		
050469	4/26/06 NET 60		12,600.00					
CUSTOMER TOTAL	12,600.00	.00	12,600.00					
WINNCO001		6715 AIRPORT ROAD		MISSISSAUGA, ONTARIO L4V1Y				
050418	2/23/06 NET 60		4,500.00					
CUSTOMER TOTAL	4,500.00	.00	4,500.00					
CLIENT TOTALS	1,098,920.90	60,280.00	636,361.70	144,898.00	17,985.00	698.20	298,978.00	

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INVOICE	DATE	TERMS	STORE	CURRENT	1-30 DAYS
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050473	5/01/06	NET 60	PO BOX 25030	
CUSTOMER TOTAL			4,410.00	
			4,410.00	BRADENTON, FL
				34206

000000	11/14/05	A/C 20616 0000	PO BOX 4131		.00
000000				PENDING	
000000					
000000					

[illegible]

050491	5/19/06	NET	30	9,117.60	NEW YORK, NY	10018
050492	5/19/06	NET	30	5,011.20		

SUBTOTAL TOTAL	19,070.40	-00	19,070.40
			2,768.00
			19,070.40

950468	4/11/06	NET	10/EOM + 35	906	140.00-	FLEASANTON CA	94588
950468	4/11/06	A/C	11891 0800	906	140.00-	FLEASANTON CA	94588
950468	4/11/06	A/C	11891 0800	906	140.00-	FLEASANTON CA	94588

[illegible]

CUSTOMER TOTAL	631.80-	631.80-	631.80-	631.80-	10014

	631.80-	631.80-	631.80-	631.80-	00

	631.80-	631.80-	631.80-	631.80-	00

DATE	5/19/06	NET 30
CUSTOMER TOTAL	15,054.00	
	15,054.00	
	MORGANTOWN, WV	26505

50479 5/05/06 NET 10/EOM 2015 W UNIVERSITY AVE 225 00 10/AVENUE 1A

50489	5/12/05	11:00 AM	20	PO BOX 9126	WASHINGTON	20007	00
ARSMAF01	MARSHALLS						00

60498	6/01/06	NET	60	67,500.00
50500	6/01/06	NET	60	8,848.00

TOHCAHOI	NERVYN'S LLC		
		.00	.00
		.00	.00

[illegible]

8/09/05	NRAIP	0000
8/11/05	WYBZ	0000
1,308.66-		
1,494.72-		

STONER TOTAL	4,292.52-	7,191.72-	00	2,899.20
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WERNER JACOBUS STREET
KANSAS CITY, MO 64120

AS OF 07/31/06 R			IDB FACTORS			DETAILED AGING			PAGE 1
CLIENT NO.	INVOICE DATE	TERMS	STORE	CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	
1200 GREAT WHITE BEAR LLC									
BOBCTM03	BOBS STORES CORP			160 CORPORATE COURT					
050558	6/07/06 NET 60			2,995.20					
050576	6/25/06 NET 60			5,482.40					
CUSTOMER TOTAL	8,477.60		.00	8,477.60					06450
BOBEPAR01	BOSCOV'S DEPARTMENT STORE			PO BOX 4131					
000000	11/14/05 A/C 20616 0000		049	270.00-					
000000	10/12/05 A/C 90107 0000		400	24.00-					19606
CUSTOMER TOTAL	294.00-		294.00-	294.00-					
DD CAP01	DD'S DISCOUNTS			4440 ROSEWOOD DRIVE					
000000	1/24/06 A/C 11891 0000		906	140.00-					
050480	5/05/06 NET 10/EOM + 35			1,344.00					94588
050559	6/07/06 NET 10/EOM + 35			1,620.00					
050578	6/29/06 NET 10/EOM + 35			1,800.00					
050587	7/11/06 NET 10/EOM + 35			1,872.00					
CUSTOMER TOTAL	6,496.00		140.00-	5,152.00	1,344.00				
DELINY001	DELIA'S INC			435 HUDSON STREET					
000000	5/25/06 A/C 50452 0 0000		180	631.80-					
CUSTOMER TOTAL	631.80-		631.80-	631.80-					10014
MARSHAP01	MARSHALL'S			PO BOX 9126 ACCOUNTS PAYABLE					
050563	6/16/06 NET 60			27,013.50					
050564	6/16/06 NET 60			48,510.00					
050565	6/16/06 NET 60			54,000.00					
050567	6/29/06 NET 60			51,360.00					
050570	6/29/06 NET 60			21,420.00					
050571	6/29/06 NET 60			11,200.00					
050572	6/29/06 NET 60			9,240.00					
050573	6/29/06 NET 60			20,720.00					
050574	6/29/06 NET 60			840.00					
050577	6/29/06 NET 60			42,000.00					
050579	6/29/06 NET 60			20,880.00					
CUSTOMER TOTAL	307,183.50		.00	307,183.50					
MERVCAH01	MERVYN'S LLC			22301 FOOTHILL BLVD					
000000	11/22/05 NRAP 0000			4.86					
000000	10/24/05 NRAP 0000			250.56-					
000000	10/03/05 NRAP 0000			758.16-					
000000	10/18/05 NRAP 0000			987.15-					
000000	8/29/05 NRAP 0000			1,308.66-					
000000	8/09/05 NRAP 0000			1,494.12-					
000000	9/19/05 010 0000			2,388.21-					
CUSTOMER TOTAL	4,292.52-		7,191.72-	7,191.72-					2,899.20
PARIMSJ01	PARISIAN			P O BOX 20120					
000000	5/16/06 A/C 56963F 0 0000		340	1,283.40-					2,899.20
CUSTOMER TOTAL	1,283.40-		1,283.40-	1,283.40-					38298
RICHCHC01	RICH'S/LAZARUS/G - MACY'S CENTRAL			PO BOX 415770					
000000	12/21/05 A/C 786990 0000		990	5.76-					
CUSTOMER TOTAL	5.76-		.00	5.76-					45241

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AS. OF 08/31/66
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IDB FACTORS
DETAILED AGING
CLIENT NO. 1200
GREAT WHITE BEAR Y.C.

CLIENT NO, 1200 GREAT WHITE BEAR LLC
INVOICE DATE _____
TERMS _____
STREET _____
CITY _____
STATE _____
ZIP _____
PAGE 1

BEALFL302 BEALLS OUTLET STORES INC 1806 38TH AVE E 61-90 DAYS
8/22/06 NET 60 31-60 DAYS
50606 BEALFL302 1806 38TH AVE E 61-90 DAYS
OVER 90 DAYS

[illegible][illegible]

BOBS STORES CORP					
6/29/06 NET 60					
5,482.40	.00				
CUSTOMER TOTAL					
5,482.40	.00				
160 CORPORATE COURT					
MERIDEN, CT					
06450					

[illegible]

BURLINGTON COAT FACTORY
8/03/06 + 60
7,800.00
8/03/06 + 60
3,900.00
8/32/06 NET 10/EOM + 60
14,976.00
BURLINGTON, NJ
1830 ROUTE 130
08016

[illegible]

0559	6/07/06	NET	10/ROM +	35	
0578	6/29/06	NET	10/ROM +	35	
0587	7/11/05	NET	10/ROM +	35	1,800.00
0601	8/10/06	NET	10/ROM +	35	1,872.00
					1,320.00
					140.00
					6,472.00
					1,620.00
					1,800.00
					1,872.00
					1,320.00
					140.00
					6,472.00
					1,620.00
					1,800.00
					1,872.00
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					1,800.00
					1,872.00
					1,320.00
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					1,320.00
					140.00
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					1,620.00
					1,800.00
					1,872.00
					1,320.00
					140.00
					6,472.00
					1,620.00
					1,800.00
					1,872.00

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8/24/06	NET	30	1500	CANTRELL RD	00	00
8/24/06	NET	30	2,418.00			
8/24/06	NET	30	1,188.00			
8/24/06	NET	30	3,168.00			
				LITTLE ROCK, AR	72203	

AG OF 08/31/06 R		IDB FACTORS		DETAILED AGING			PAGE 2		
CLIENT NO. 1200	GREAT WHITE BEAR LLC	INVOICE DATE	TERMS	STORE	CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS

LOEHNYB01	LOEHMANN'S	8/28/06	NET 45		2500 HALSEY STREET		BRONX, NY		10461
050616	8/28/06	NET 45			1,260.00				
050617	8/28/06	NET 45			2,100.00				
CUSTOMER TOTAL	3,360.00			.00	3,360.00	.00	.00	.00	.00

MARMAF01	MARSHALLS	6/16/06	NET 60		PO BOX 9126	ACCOUNTS PAYABLE	FRAMINGHAM, MA		01701
050563	6/16/06	NET 60			27,013.50				
050564	6/16/06	NET 60			48,510.00				
050565	6/16/06	NET 60			54,000.00				
050567	6/29/06	NET 60			51,360.00				
050570	6/29/06	NET 60			21,420.00				
050571	6/29/06	NET 60			11,200.00				
050572	6/29/06	NET 60			9,240.00				
050573	6/29/06	NET 60			20,720.00				
050574	6/29/06	NET 60			840.00				
050577	6/29/06	NET 60			42,000.00				
050579	6/29/06	NET 60			20,880.00				
050594	8/03/06	NET 60			42,350.00				
050595	8/03/06	NET 60			36,207.00				
050596	8/03/06	NET 60			50,022.00				
050599	8/09/06	NET 60			20,400.00				
050605	8/22/06	NET 60			88,200.00				
050612	8/24/06	NET 60			75,600.00				
050618	8/28/06	NET 60			23,940.00				
050620	8/31/06	NET 60			66,150.00				
CUSTOMER TOTAL	710,052.50			.00	402,869.00	.00	.00	.00	.00

MERVCAH01	MERVYN'S LLC	11/22/05	NRAP 0000		22301 FOOTHILL BLVD		HAYWARD, CA		94541
000000	11/22/05	NRAP 0000			4.86-				
000000	10/24/05	NRAP 0000			250.56-				
000000	10/03/05	NRAP 0000			758.16-				
000000	10/18/05	NRAP 0000			987.15-				
000000	8/29/05	NRAP 0000			1,308.66-				
000000	8/09/05	NRAP 0000			1,494.12-				
000000	8/11/05	NRAP 0000			2,388.21-				
CUSTOMER TOTAL	4,292.52-			7,191.72-	7,191.72-	.00	.00	.00	2,899.20

PARIMSJ01	PARISIAN	5/16/06	A/C 56963F 0 0000	340	P O BOX 20120		JACKSON, MS		39298
000000	5/16/06	A/C 56963F 0 0000		1,283.40-	1,283.40-	.00	.00	.00	.00
CUSTOMER TOTAL	1,283.40-			1,283.40-	1,283.40-	.00	.00	.00	.00

RICHORC01	RICH'S/LAZARUS/G - MACY'S CENTRAL	12/21/05	A/C 786990 0000	990	PO BOX 415770		CINCINNATI, OH		45241
000000	12/21/05	A/C 786990 0000		5.76-	5.76-	.00	.00	.00	.00
CUSTOMER TOTAL	5.76-			5.76-	5.76-	.00	.00	.00	.00

ROSSCAP01	ROSS STORES INC	6/30/06	NET 10/EOM + 35		4440 ROSEWOOD DR - BLD 4		PLEASANTON CA		94588
050580	6/30/06	NET 10/EOM + 35			44,100.00				
050581	6/30/06	NET 10/EOM + 35			36,300.00				
050619	8/30/06	NET 30			61,200.00				
CUSTOMER TOTAL	141,600.00			.00	141,600.00	.00	.00	.00	.00

TJ MAF01	TJ MAXX				PO BOX 9126		FRAMINGHAM, MA		01701

AS OF 06/31/06 R IDB FACTORS DETAILED AGING PAGE 3

CLIENT NO. 1200	GREAT WHITE BEAR LLC	INVOICE DATE	TERMS	STORE	CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS
050566	6/29/06	NET 60				38,520.00			
050568	6/29/06	NET 60				20,160.00			
050569	6/29/06	NET 60				18,900.00			
050582	7/07/06	NET 60			26,100.00				
050583	7/11/06	NET 60			24,552.00				
050584	7/11/06	NET 60			19,948.50				
050585	7/11/06	NET 60			37,107.00				
050586	7/11/06	NET 60			11,439.00				
050588	7/13/06	NET 60			26,752.50				
050590	7/13/06	NET 60			46,980.00				
050591	7/13/06	NET 60			17,617.50				
050593	8/03/06	NET 60			50,050.00				
050598	8/09/06	NET 60			47,600.00				
050604	8/22/06	NET 60			46,200.00				
050613	8/24/06	NET 60			45,900.00				
050615	8/24/06	NET 60			7,434.00				
CUSTOMER TOTAL	485,260.50			.00	407,680.50	77,580.00	.00	.00	.00
VALUHC01	VALUE CITY DEPARTMENT STORES				3241 WESTERVILLE RD			COLUMBUS, OH	43224
050575	6/29/06	NET 60				13,104.00			
050592	7/13/06	NET 60			10,894.50				
CUSTOMER TOTAL	23,998.50			.00	10,894.50	13,104.00	.00	.00	.00
VICTOHR01	VICTORIA'S SECRET (PRIMARY ACNT)				4 LIMITED PARKWAY			REYNOLDSBURG, OH	43068
050602	8/10/06	NET 30+ 15				58,500.00			
050603	8/10/06	NET 30+ 15				17,500.00			
050608	8/22/06	NET 30+ 15				40,868.00			
CUSTOMER TOTAL	116,868.00			.00	116,868.00	.00	.00	.00	.00
WINNCO01	WINNERS APPAREL LTD				6715 AIRPORT ROAD			MISSISSAUGA, ONTARIO L4V1Y	
050560	6/07/06	NET 60				7,392.00			
050561	6/07/06	NET 60				3,744.00			
050597	8/08/06	NET 60			4,065.60				
CUSTOMER TOTAL	15,201.60			.00	4,065.60	11,136.00	.00	.00	.00
CLIENT TOTALS	1,591,493.02			9,546.68	1,172,487.92	416,105.90	.00	.00	2,899.20

THE INFORMATION SET FORTH ABOVE IS FOR GENERAL GUIDANCE ONLY AND MAY NOT BE RELIED UPON AS AN INDICATION OF CREDIT RESPONSIBILITY UNLESS VERIFIED AND CREDIT APPROVAL SPECIFICALLY CONFIRMED FOR EACH ITEM.

AS OF 09/30/06 R		IDB FACTORS		DETAILED AGING				PAGE 1		
CLIENT NO.	1200	GREAT WHITE BEAR LLC	INVOICE DATE	TERMS	STORE	CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS
BEALFLB02 BEALLS OUTLET STORES INC										
050606	8/22/06	NET 60				1,650.00				
050607	8/22/06	NET 60				2,640.00				
050610	8/22/06	NET 60				1,800.00				
050611	8/22/06	NET 60				6,567.00				
CUSTOMER TOTAL	12,657.00				.00	12,657.00	.00	.00	.00	.00
BOB CTM01 BOB STORES										
050600	8/09/06	NET 60				3,404.00				
050609	8/22/06	NET 60				4,080.00				
CUSTOMER TOTAL	7,484.00				.00	7,484.00	.00	.00	.00	.00
BOSCPAR01 BOSCOV'S DEPARTMENT STORE										
000000	11/14/05	A/C 20616 0000			049	270.00-				
000000	10/12/05	A/C 90107 0000			400	24.00-				
CUSTOMER TOTAL	294.00-				294.00-	294.00-	.00	.00	.00	.00
BURLNJB01 BURLINGTON COAT FACTORY										
050622	9/07/06	NET 10/EOM + 60				7,800.00				
050623	9/07/06	NET 10/EOM + 60				6,240.00				
050624	9/07/06	NET 10/EOM + 60				15,600.00				
055011	8/03/06	+ 60				7,800.00				
055012	8/03/06	+ 60				3,900.00				
055013	8/22/06	NET 10/EOM + 60				14,976.00				
055014	8/22/06	NET 10/EOM + 60				624.00				
CUSTOMER TOTAL	56,940.00				.00	56,940.00	.00	.00	.00	.00
CHAREPAR01 CHARMING SHOPPES, INC.										
055022	9/06/06	3.00/ 60				100,548.00				
CUSTOMER TOTAL	100,548.00				.00	100,548.00	.00	.00	.00	.00
DD CAP01 DD'S DISCOUNTS										
000000	1/24/06	A/C 11891 0000			906	140.00-				
050578	6/29/06	NET 10/EOM + 35				1,800.00				
050587	7/11/06	NET 10/EOM + 35				1,872.00				
050601	8/10/06	NET 10/EOM + 35				1,320.00				
CUSTOMER TOTAL	4,852.00				140.00-	1,180.00	3,672.00	.00	.00	.00
DILLARL01 DILLARD'S										
055015	8/24/06	NET 30				2,418.00				
055016	8/24/06	NET 30				1,188.00				
055017	8/24/06	NET 30				3,168.00				
055018	8/24/06	NET 30				6,276.00				
055019	8/24/06	NET 30				2,904.00				
055020	8/24/06	NET 30				4,194.00				
055021	8/24/06	NET 30				12,804.00				
055023	9/07/06	NET 30				15,480.00				
055024	9/07/06	NET 30				504.00				
055025	9/07/06	NET 30				1,080.00				
055026	9/07/06	NET 30				2,400.00				
055027	9/12/06	NET 30				4,800.00				
CUSTOMER TOTAL	57,216.00				.00	24,264.00	32,952.00	.00	.00	.00
MERRIDEN, CT 06450										
READING, PA 19606										
BURLINGTON, NJ 08016										
BRNSALEM, PA 19020										
PLEASANTON CA 94588										
LITTLE ROCK, AR 72203										

AS OF 09/30/06 R			IDB FACTORS			DETAILED AGING			PAGE 2
CLIENT NO.	INVOICE DATE	TERMS	STORE	CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	
CLIENT NO. 1200 GREAT WHITE BEAR LLC									
INVOICE DATE									
DRESNY801	8/24/06	NET 10/EOM + 30	.00	9,312.00	.00	.00	.00	.00	10901
050614	8/24/06	NET 10/EOM + 30	.00	9,312.00	.00	.00	.00	.00	10901
CUSTOMER TOTAL	9,312.00			9,312.00	.00	.00	.00	.00	
LOEHMANN'S									
050616	8/28/06	NET 45	.00	1,260.00	.00	.00	.00	.00	10461
050617	8/28/06	NET 45	.00	2,100.00	.00	.00	.00	.00	10461
050627	9/12/06	NET 45	.00	6,840.00	.00	.00	.00	.00	10461
CUSTOMER TOTAL	10,200.00			10,200.00	.00	.00	.00	.00	
MARSHALLS									
050567	6/29/06	NET 60	.00	51,360.00	.00	.00	.00	.00	01701
050570	6/29/06	NET 60	.00	21,420.00	.00	.00	.00	.00	01701
050571	6/29/06	NET 60	.00	11,200.00	.00	.00	.00	.00	01701
050572	6/29/06	NET 60	.00	9,240.00	.00	.00	.00	.00	01701
050573	6/29/06	NET 60	.00	20,720.00	.00	.00	.00	.00	01701
050574	6/29/06	NET 60	.00	840.00	.00	.00	.00	.00	01701
050579	6/29/06	NET 60	.00	20,880.00	.00	.00	.00	.00	01701
050594	8/03/06	NET 60	.00	42,350.00	.00	.00	.00	.00	01701
050595	8/03/06	NET 60	.00	36,207.00	.00	.00	.00	.00	01701
050596	8/03/06	NET 60	.00	50,022.00	.00	.00	.00	.00	01701
050599	8/09/06	NET 60	.00	20,400.00	.00	.00	.00	.00	01701
050605	8/22/06	NET 60	.00	88,200.00	.00	.00	.00	.00	01701
050612	8/24/06	NET 60	.00	75,600.00	.00	.00	.00	.00	01701
050618	8/28/06	NET 60	.00	23,940.00	.00	.00	.00	.00	01701
050620	8/31/06	NET 60	.00	66,150.00	.00	.00	.00	.00	01701
050626	9/12/06	NET 60	.00	67,200.00	.00	.00	.00	.00	01701
CUSTOMER TOTAL	605,729.00			563,729.00	.00	.00	.00	.00	
MERCURY'S LLC									
000000	11/22/05	NRAP 0000	.00	22301	.00	.00	.00	.00	94541
000000	10/24/05	NRAP 0000	.00	4.86	.00	.00	.00	.00	94541
000000	10/03/05	NRAP 0000	.00	250.56	.00	.00	.00	.00	94541
000000	10/18/05	NRAP 0000	.00	758.16	.00	.00	.00	.00	94541
000000	8/29/05	NRAP 0000	.00	987.15	.00	.00	.00	.00	94541
000000	8/09/05	NRAP 0000	.00	1,308.66	.00	.00	.00	.00	94541
000000	8/11/05	NRAP 0000	.00	1,494.12	.00	.00	.00	.00	94541
000000	9/19/05	NRAP 0000	.00	2,388.21	.00	.00	.00	.00	94541
CUSTOMER TOTAL	4,292.52			7,191.72	.00	.00	.00	.00	94541
PARISIAN									
000000	5/16/06	A/C 56963F 0 0000	.00	1,283.40	.00	.00	.00	.00	39298
CUSTOMER TOTAL	1,283.40			1,283.40	.00	.00	.00	.00	39298
RICH'S/LAZARUS/G - MACY'S CENTRAL									
000000	12/21/05	A/C 786990 0000	.00	5.76	.00	.00	.00	.00	45241
CUSTOMER TOTAL	5.76			5.76	.00	.00	.00	.00	45241
ROSS STORES INC									
050580	6/30/06	NET 10/EOM + 35	.00	44,100.00	.00	.00	.00	.00	94588
050581	6/30/06	NET 10/EOM + 35	.00	36,300.00	.00	.00	.00	.00	94588
050619	8/30/06	NET 30	.00	61,200.00	.00	.00	.00	.00	94588
CUSTOMER TOTAL	141,600.00			141,600.00	.00	.00	.00	.00	94588

AS OF 09/30/06 R I D B F A C T O R S D E T A I L E D A G I N G PAGE 3

CLIENT NO. 1200 GREAT WHITE BEAR LLC
 INVOICE DATE TERMS STORE CURRENT 1-30 DAYS 31-60 DAYS 61-90 DAYS OVER 90 DAYS

TJ MAF01 TJ MAXX
 050566 6/29/06 NET 60 8/30/06
 050568 6/29/06 NET 60 8/30/06
 050569 6/29/06 NET 60 8/30/06
 050582 7/07/06 NET 60 8/30/06
 050583 7/11/06 NET 60 8/30/06
 050584 7/11/06 NET 60 8/30/06
 050585 7/11/06 NET 60 8/30/06
 050586 7/11/06 NET 60 8/30/06
 050588 7/13/06 NET 60 8/30/06
 050590 7/13/06 NET 60 8/30/06
 050591 7/13/06 NET 60 8/30/06
 050593 8/03/06 NET 60
 050598 8/09/06 NET 60
 050604 8/22/06 NET 60
 050613 8/24/06 NET 60
 050615 8/24/06 NET 60
 050625 9/12/06 NET 60
 CUSTOMER TOTAL 535,660.50

PO BOX 9126
 38,520.00
 20,160.00
 18,900.00
 26,100.00
 24,552.00
 19,948.50
 37,107.00
 11,439.00
 26,752.50
 46,980.00
 17,617.50
 50,050.00
 47,600.00
 45,200.00
 45,900.00
 7,434.00
 50,400.00
 535,660.50

0.00 .00 .00 .00 .00 .00

REYNOLDSBURG, OH 43068

VICTOR001 VICTORIA'S SECRET (PRIMARY AGENT)

050602 8/10/06 NET 30+ 15
 050603 8/10/06 NET 30+ 15
 050608 8/22/06 NET 30+ 15
 050628 9/13/06 NET 30+ 15
 CUSTOMER TOTAL 166,118.00

4 LIMITED PARKWAY
 58,500.00
 17,500.00
 40,868.00
 49,250.00
 90,118.00

0.00 .00 .00 .00 .00 .00

MISSISSAUGA, ONTARIO L4V1Y

WINN0001 WINNERS APPAREL LTD

050597 8/08/06 NET 60
 CUSTOMER TOTAL 4,065.60

6715 AIRPORT ROAD
 4,065.60
 4,065.60

0.00 .00 .00 .00 .00 .00

CLIENT TOTALS 1,706,506.42 8,914.88 1,407,383.22 254,224.00 42,000.00 .00 2,899.20

THE INFORMATION SET FORTH ABOVE IS FOR GENERAL GUIDANCE ONLY AND MAY NOT BE RELIED UPON AS AN INDICATION OF CREDIT RESPONSIBILITY UNLESS VERIFIED AND CREDIT APPROVAL SPECIFICALLY CONFIRMED FOR EACH ITEM.

AS OF 10/31/06 R				IDB FACTORS				DETAILED AGING				PAGE 1
INVOICE	DATE	TERMS	CLIENT NO. 1200 GREAT WHITE BEAR LLC	STORE	CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS			
BOSCDAR01	11/14/05	A/C 20616 0000	BOSCOV'S DEPARTMENT STORE	049	PO BOX 4131							
000000	10/12/05	A/C 90107 0000		400	270.00-							
CUSTOMER TOTAL		294.00-			294.00-							
BURLINB01	9/07/06	NET 10/EOM + 60	BURLINGTON COAT FACTORY		1830 ROUTE 130							
050622	9/07/06	NET 10/EOM + 60			7,800.00							
050623	9/07/06	NET 10/EOM + 60			6,240.00							
050624	9/07/06	NET 10/EOM + 60			15,600.00							
055011	8/03/06	+ 60			7,800.00							
055012	8/03/06	+ 60			3,900.00							
055013	8/22/06	NET 10/EOM + 60			14,976.00							
055014	8/22/06	NET 10/EOM + 60			624.00							
CUSTOMER TOTAL		56,940.00			56,940.00							
CHARFAB01	9/06/06	3.00/ 60	CHARMING SHOPPES, INC.		450 WINKS LANE							
055022	9/06/06	3.00/ 60			100,548.00							
CUSTOMER TOTAL		100,548.00			100,548.00							
DD CAP01	1/24/06	A/C 11891 0000	DD'S DISCOUNTS	906	4440 ROSEWOOD DRIVE							
000000	7/11/06	NET 10/EOM + 35			140.00-							
050587	8/10/06	NET 10/EOM + 35			1,320.00							
CUSTOMER TOTAL		3,052.00			1,320.00							
DILLARL01	8/24/06	NET 30	DILLARD'S		1600 CANTRELL RD							
055015	8/24/06	NET 30			2,418.00							
055016	8/24/06	NET 30			1,188.00							
055017	8/24/06	NET 30			3,168.00							
055018	8/24/06	NET 30			6,276.00							
055019	8/24/06	NET 30			2,904.00							
055020	8/24/06	NET 30			4,194.00							
055021	8/24/06	NET 30			12,804.00							
055022	9/07/06	NET 30			15,480.00							
055023	9/07/06	NET 30			504.00							
055024	9/07/06	NET 30			1,080.00							
055025	9/07/06	NET 30			2,400.00							
055026	9/07/06	NET 30			4,800.00							
055027	9/12/06	NET 30			24,264.00							
CUSTOMER TOTAL		57,216.00			32,952.00							
DRESNTS01	8/24/06	NET 10/EOM + 30	DRESS BARN INC		30 DUNNIGAN DR							
050614	8/24/06	NET 10/EOM + 30			9,312.00							
CUSTOMER TOTAL		9,312.00			9,312.00							
LOEHNYB01	9/12/06	NET 45	LOEHMANN'S		2500 HALSEY STREET							
050527	9/12/06	NET 45			6,840.00							
CUSTOMER TOTAL		6,840.00			6,840.00							
MARSHAF01	6/29/06	NET 60	MARSHALL'S		PO BOX 9126 ACCOUNTS PAYABLE							
050567	6/29/06	NET 60			51,360.00							
050570	6/29/06	NET 60			21,420.00							
050594	8/03/06	NET 60			42,350.00							
050595	8/03/06	NET 60			36,207.00							

AS OF 10/31/06 R		IDB FACTORS		DETAILED AGING			PAGE 2		
CLIENT NO.	INVOICE DATE	1200 GREAT WHITE BEAR LLC	TERMS	STORE	CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS
050596	8/03/06	NET 60				50,022.00			
050599	8/09/06	NET 60				20,400.00			
050605	8/22/06	NET 60				88,200.00			
050612	8/24/06	NET 60				75,600.00			
050618	8/28/06	NET 60				23,940.00			
050620	8/31/06	NET 60				66,150.00			
050626	9/12/06	NET 60							
CUSTOMER TOTAL	542,849.00			.00	67,200.00	475,649.00	.00	.00	.00
PARISIAN									
000000	5/16/06	A/C 56963F 0 0000	340						
CUSTOMER TOTAL	1,283.40-		1,283.40-		1,283.40-			JACKSON, MS	39298
RICHMOND									
000000	12/21/05	A/C 786990 0000	990						
CUSTOMER TOTAL	5.76-		5.76-		5.76-			CINCINNATI, OH	45241
TJ MAXX									
050566	6/29/06	NET 60	8/30/06			38,520.00			
050568	6/29/06	NET 60	8/30/06			20,160.00			
050569	6/29/06	NET 60	8/30/06			18,900.00			
050582	7/07/06	NET 60	8/30/06			26,100.00			
050583	7/11/06	NET 60	8/30/06			24,552.00			
050584	7/11/06	NET 60	8/30/06			19,948.50			
050585	7/11/06	NET 60	8/30/06			37,107.00			
050586	7/11/06	NET 60	8/30/06			11,439.00			
050588	7/13/06	NET 60	8/30/06			26,752.50			
050590	7/13/06	NET 60	8/30/06			46,980.00			
050591	7/13/06	NET 60	8/30/06			17,617.50			
050593	8/03/06	NET 60	8/30/06			50,050.00			
050598	8/09/06	NET 60	8/30/06			47,600.00			
050604	8/22/06	NET 60	8/30/06			46,200.00			
050613	8/24/06	NET 60	8/30/06			45,900.00			
050615	8/24/06	NET 60	8/30/06			7,434.00			
050625	9/12/06	NET 60	8/30/06						
CUSTOMER TOTAL	535,660.50			.00	50,400.00	485,260.50	.00	.00	.00
VICTORIA'S SECRET (PRIMARY ACNT)									
050603	8/10/06	NET 30+ 15							
050608	8/22/06	NET 30+ 15							
050628	9/13/06	NET 30+ 15							
CUSTOMER TOTAL	107,618.00			.00	.00				
CLIENT TOTALS	1,418,452.34			1,723.16-	282,676.84	1,083,451.50	17,500.00	52,324.00	.00
REYNOLDSBURG, OH 43068									
THE INFORMATION SET FORTH ABOVE IS FOR GENERAL GUIDANCE ONLY AND MAY NOT BE RELIED UPON AS AN INDICATION OF CREDIT RESPONSIBILITY UNLESS VERIFIED AND CREDIT APPROVAL SPECIFICALLY CONFIRMED FOR EACH ITEM.									

THE INFORMATION SET FORTH ABOVE IS FOR GENERAL GUIDANCE ONLY AND MAY NOT BE RELIED UPON AS AN INDICATION OF CREDIT RESPONSIBILITY UNLESS VERIFIED AND CREDIT APPROVAL SPECIFICALLY CONFIRMED FOR EACH ITEM.

248 OF 11/30/06 R IDB FACTORS DETAILED AGING PAGE 1																	
CLIENT NO. 1200 GREAT WHITE BEAR LLC		INVOICE DATE		TERMS		STORE		CURRENT		1-30 DAYS		31-60 DAYS		61-90 DAYS		OVER 90 DAYS	
HOSPAR01 BOSCOV'S DEPARTMENT STORE		11/14/05 A/C 20616 0000		049		PO BOX 4131		270.00-		24.00-		294.00-		.00		.00	
000000 10/12/05 A/C 90107 0000		400		294.00-				294.00-		.00		.00		.00		.00	
CUSTOMER TOTAL		294.00-						294.00-		.00		.00		.00		.00	
BURLINJB01 BURLINGTON COAT FACTORY		9/07/06 NET 10/EOM + 60				1830 ROUTE 130		7,800.00								BURLINGTON, NJ 08016	
050623 9/07/06 NET 10/EOM + 60								6,240.00									
050624 9/07/06 NET 10/EOM + 60								15,600.00									
055013 8/22/06 NET 10/EOM + 60								14,976.00									
055014 8/22/06 NET 10/EOM + 60								624.00									
CUSTOMER TOTAL		45,240.00		.00		45,240.00		.00		.00		.00		.00		.00	
DD CAP01 DD'S DISCOUNTS		1/24/06 A/C 11891 0000		906		4440 ROSEWOOD DRIVE		140.00-								PLEASANTON CA 94588	
000000 7/11/06 NET 10/EOM + 35								140.00-									
CUSTOMER TOTAL		1,732.00		140.00-				140.00-		.00		.00		1,872.00		1,872.00	
DILLARL01 DILLARD'S		11/27/06 A/C 105576 0000		576		1600 CANTRELL RD		24,006.00-								LITTLE ROCK, AR 72203	
000000 11/10/06 A/C 101591 0 0000		591		12,237.45-				10,650.00-									
000000 11/30/06 A/C 107807 0 0000		807						46,893.45-		.00		504.00		.00		.00	
055024 9/07/06 NET 30								30 DUNNIGAN DR		9,312.00		.00		.00		SUFFERN, NY 10901	
CUSTOMER TOTAL		46,389.45-		46,893.45-				.00		9,312.00		.00		.00		.00	
DRESSNZ01 DRESS BARN INC		8/24/06 NET 10/EOM + 30		.00				PO BOX 9126 ACCOUNTS PAYABLE		36,207.00		88,200.00				PRAMINGHAM, MA 01701	
050614 8/24/06 NET 10/EOM + 30								.00		9,312.00		.00		.00		.00	
CUSTOMER TOTAL		9,312.00		.00				.00		9,312.00		.00		.00		.00	
MARSHAP01 MARSHALLS		8/03/06 NET 60						PO BOX 20120		1,283.40-		1,283.40-				JACKSON, MS 39298	
050595 8/22/06 NET 60								P O BOX 20120		1,283.40-		.00		.00		.00	
050605 8/22/06 NET 60								340		1,283.40-		.00		.00		.00	
050612 8/24/06 NET 60		9/29/06						75,600.00									
050618 8/28/06 NET 60		9/29/06						23,940.00									
050620 8/31/06 NET 60		9/29/06						66,150.00									
050626 9/12/06 NET 60								67,200.00				124,407.00		.00		.00	
CUSTOMER TOTAL		357,297.00		.00		.00		.00		232,890.00		.00		.00		.00	
PARINSEJ01 PARISIAN		5/16/06 A/C 56963F 0 0000		340		1,283.40-		1,283.40-		.00		.00		.00		.00	
000000 12/21/05 A/C 786990 0000		990		5.76-		5.76-		5.76-		.00		.00		.00		.00	
CUSTOMER TOTAL		5.76-		5.76-		5.76-		5.76-		.00		.00		.00		.00	
TJ MAXF01 TJ MAXX		8/09/06 NET 60						PO BOX 9126		47,600.00		46,200.00		45,900.00		7,434.00	
050604 8/22/06 NET 60										50,400.00		50,400.00		147,134.00		.00	
050613 8/24/06 NET 60																	
050615 8/24/06 NET 60																	
050625 9/12/06 NET 60																	
CUSTOMER TOTAL		197,534.00		.00		.00		.00		.00		.00		.00		.00	

AS OF 11/30/06 R IDB FACTORS DETAILED AGING PAGE 2

CLIENT NO. 1200	GREAT WHITE BEAR LLC				
INVOICE DATE	TERMS	STORE	CURRENT	1-30 DAYS	31-60 DAYS
					61-90 DAYS
					OVER 90 DAYS
CLIENT TOTALS	563,142.39	48,616.61-	3,376.61-	292,602.00	272,045.00
					1,872.00
					.00

THE INFORMATION SET FORTH ABOVE IS FOR GENERAL GUIDANCE ONLY AND MAY NOT BE RELIED UPON AS AN INDICATION OF CREDIT RESPONSIBILITY UNLESS VERIFIED AND CREDIT APPROVAL SPECIFICALLY CONFIRMED FOR EACH ITEM.

AS OF 12/31/06 R				I D B F A C T O R S				D E T A I L E D A G I N G				PAGE 1
CLIENT NO. 1200	GREAT WHITE BEAR LLC	INVOICE DATE	TERMS	STORE	CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS			
BOSCPAR01	BOSCOV'S DEPARTMENT STORE	11/14/05	A/C 20616 0000	049	PO BOX 4131							
000000		10/12/05	A/C 90107 0000	400	270.00-							
CUSTOMER TOTAL					24.00-							
					294.00-							
DD CAP01	DD'S DISCOUNTS	1/24/06	A/C 11891 0000	906	4440 ROSEWOOD DRIVE							
CUSTOMER TOTAL					140.00-							
					140.00-							
DILLARL01	DILLARD'S	12/11/06	A/C 70028 0 0000	621	1600 CANTRELL RD							
000000		9/07/06	NET 30		1,080.00-							
CUSTOMER TOTAL					576.00-							
					1,080.00-							
DRESNY501	DRESS BARN INC	8/24/06	NET 10/ROM + 30		30 DUMNIGAN DR							
CUSTOMER TOTAL					9,312.00							
					.00							
MARSAF01	MARSHALL'S	9/12/06	NET 60 10/30/06		PO BOX 9126							
CUSTOMER TOTAL					67,200.00							
					67,200.00							
NORDWA501	NORDSTROM	12/06/06	A/C 71358 0 0000	194	PO BOX 870							
CUSTOMER TOTAL					4,371.94-							
					4,371.94-							
PARIMBJ01	PARISIAN	5/16/06	A/C 56963F 0 0000	340	P O BOX 20120							
CUSTOMER TOTAL					1,283.40-							
					1,283.40-							
RICHORC01	RICH'S/LAZARUS/G - MACY'S CENTRAL	12/21/05	A/C 786990 0000	990	PO BOX 415770							
CUSTOMER TOTAL					5.76-							
					5.76-							
TJ MAP01	TJ MAXX	9/12/06	NET 50 10/30/06		PO BOX 9126							
CUSTOMER TOTAL					50,400.00							
					50,400.00							
CLIENT TOTALS					7,175.10-							
					117,600.00							
					9,312.00							
					504.00							

THE INFORMATION SET FORTH ABOVE IS FOR GENERAL GUIDANCE ONLY AND MAY NOT BE RELIED UPON AS AN INDICATION OF CREDIT RESPONSIBILITY UNLESS VERIFIED AND CREDIT APPROVAL SPECIFICALLY CONFIRMED FOR EACH ITEM.

AS OF 12/31/05 R		I D B		F A C T O R S		D E T A I L E D A G I N G		P A G E
INVOICE DATE		TERMS		STORE		CURRENT		1
CLIENT NO. 1200 GREAT WHITE BEAR LLC								OVER 90 DAYS
ALCONDE01		ALCO DISTRIBUTORS INC		8801 KELSO DR		BALTIMORE, MD		21221
028906	10/12/05	NET 10/EOM				120.00		
028907	10/12/05	NET 10/EOM				120.00		
028908	10/12/05	NET 10/EOM				120.00		
028909	10/12/05	NET 10/EOM				120.00		
028910	10/12/05	NET 10/EOM				120.00		
028911	10/12/05	NET 10/EOM				120.00		
028912	10/12/05	NET 10/EOM				120.00		
028913	10/12/05	NET 10/EOM				120.00		
028914	10/12/05	NET 10/EOM				120.00		
028915	10/12/05	NET 10/EOM				120.00		
028916	10/12/05	NET 10/EOM				120.00		
028917	10/12/05	NET 10/EOM				120.00		
028918	10/12/05	NET 10/EOM				120.00		
028919	10/12/05	NET 10/EOM				120.00		
028920	10/12/05	NET 10/EOM				120.00		
028924	10/12/05	NET 10/EOM				120.00		
CUSTOMER TOTAL			3,848.00			2,048.00		
						3,848.00		
BEALFLB02	BEALUS OUTLET STORES INC			1806 38TH AVE E		BRADENTON, FL		34208
029015	11/09/05	NET 60				12,010.80		
CUSTOMER TOTAL			12,010.80			12,010.80		
BELKNCC01	BELK ACCTS PAY CENTER			P O BOX 19184		CHARLOTTE, NC		28219
029009	10/27/05	NET 30				18,900.00		
029010	10/27/05	NET 30				92,070.00		
CUSTOMER TOTAL			110,970.00			110,970.00		
BIG NJT01	BIG M INC			12 VREELAND AVE		TOWSON, NJ		07512
020748	9/15/05	NET 10/EOM + 30				7,560.00		
020772	9/15/05	NET 10/EOM + 30				6,048.00		
028931	10/14/05	NET 10/EOM + 30				6,804.00		
028932	10/14/05	NET 10/EOM + 30				18,408.00		
028935	10/18/05	NET 10/EOM + 30				11,505.00		
CUSTOMER TOTAL			50,325.00			36,717.00		
						13,608.00		
BOBCPAR01	BOSSCO'S DEPARTMENT STORE			PO BOX 4131		READING, PA		19606
000000	11/14/05	A/C 20615 0000				270.00-		
000000	10/12/05	A/C 90107 0000				24.00-		
020710	8/25/05	0800010 EOM D 0207						
020715	9/12/05	8.00/ 10 EOM						
020795	9/21/05	NET 10/EOM + 30				540.00		
020796	9/21/05	NET 10/EOM + 30				540.00		
020797	9/21/05	NET 10/EOM + 30				540.00		
020798	9/21/05	NET 10/EOM + 30				540.00		
CUSTOMER TOTAL			2,454.00			2,160.00		
						294.00-		
BURLNJB01	BURLINGTON COAT FACTORY			1830 ROUTE 130		BURLINGTON, NJ		08016
020773	9/15/05	NET 30 12/10/05				20,160.00		
020774	9/15/05	NET 30 12/10/05				20,160.00		
CUSTOMER TOTAL			40,320.00			40,320.00		
CATONCC01	CATO CORPORATION			8100 DENMARK RD		CHARLOTTE, NC		28273

AS OF 12/31/05 R			IDB FACTORS			DETAILED AGING			PAGE	2
INVOICE	DATE	TERMS	STORE	CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS		
CLIENT NO. 1200 GREAT WHITE BEAR LLC										
020477	6/10/05	2.00/ 60								
020501	7/13/05	2.00/ 60								
029021	11/16/05	2.00/ 60								
CUSTOMER TOTAL	265,800.00									
020477	6/10/05	2.00/ 60		97,200.00				51,525.00		
020501	7/13/05	2.00/ 60		97,200.00				117,075.00		
CUSTOMER TOTAL	265,800.00									
CHARPAB01 CHARMING SHOPPES, INC.										
000000	12/13/05	A/C 101075 0 0000	075	57,325.45						
020565	8/11/05	+ 60								
CUSTOMER TOTAL	125,594.55									
020565	8/11/05	+ 60		57,325.45				182,920.00		
CUSTOMER TOTAL	125,594.55							182,920.00		
DAFFY01 DAFFY'S										
028905	10/07/05	ROG 0		76,855.00						
CUSTOMER TOTAL	76,855.00									
028905	10/07/05	ROG 0		76,855.00						
CUSTOMER TOTAL	76,855.00									
DD CAP01 DD'S DISCOUNTS										
028926	10/15/05	NET 10/EOM + 35		4440 ROSEWOOD DRIVE						
028927	10/15/05	NET 10/EOM + 35		987.00						
050207	12/08/05	NET 10+ 35		777.00						
CUSTOMER TOTAL	2,244.00									
028926	10/15/05	NET 10/EOM + 35		480.00						
050207	12/08/05	NET 10+ 35		480.00						
CUSTOMER TOTAL	2,244.00									
E NYB03 E COLLECTION CORP										
028921	10/12/05	NET 10/EOM		51 WILLOUGHBY STREET						
CUSTOMER TOTAL	240.00									
028921	10/12/05	NET 10/EOM		51 WILLOUGHBY STREET						
CUSTOMER TOTAL	240.00									
FAMOW01 FAMOUS BARR A/P DEPT										
003217	7/22/05	8.00/ 10 EOM		3728 MARKET STREET						
CUSTOMER TOTAL	9,000.00									
003217	7/22/05	8.00/ 10 EOM		3728 MARKET STREET						
CUSTOMER TOTAL	9,000.00									
FILEWAB01 FILENE'S DEPARTMENT STORE										
050210	12/09/05	8.00/ 10 EOM		426 WASHINGTON ST						
050211	12/09/05	8.00/ 10 EOM		18,585.00						
CUSTOMER TOTAL	21,315.00									
050210	12/09/05	8.00/ 10 EOM		426 WASHINGTON ST						
050211	12/09/05	8.00/ 10 EOM		18,585.00						
CUSTOMER TOTAL	21,315.00									
FILEHOC01 FILENE'S BASEMENT										
028962	10/26/05	8.00/ 10 EOM		3241 WESTERVILLE ROAD						
028963	10/26/05	8.00/ 10 EOM		953.00						
028964	10/27/05	8.00/ 10 EOM		1,589.00						
028967	10/27/05	8.00/ 10 EOM		1,953.00						
028968	10/27/05	8.00/ 10 EOM		848.00						
028968	10/27/05	8.00/ 10 EOM		1,165.00						
028969	10/27/05	8.00/ 10 EOM		1,165.00						
028970	10/27/05	8.00/ 10 EOM		848.00						
028971	10/26/05	8.00/ 10 EOM		848.00						
028972	10/26/05	8.00/ 10 EOM		848.00						
028973	10/26/05	8.00/ 10 EOM		1,165.00						
028974	10/26/05	8.00/ 10 EOM		1,165.00						
028975	10/26/05	8.00/ 10 EOM		1,165.00						
028976	10/26/05	8.00/ 10 EOM		848.00						
028977	10/26/05	8.00/ 10 EOM		1,165.00						
028978	10/26/05	8.00/ 10 EOM		1,377.00						
028979	10/26/05	8.00/ 10 EOM		848.00						
028980	10/26/05	8.00/ 10 EOM		1,165.00						
028981	10/26/05	8.00/ 10 EOM		1,589.00						
028982	10/26/05	8.00/ 10 EOM		1,589.00						

AS OF 12/31/05 R			I D B		F A C T O R S		D E T A I L E D A G I N G			PAGE
CLIENT NO. 1200 GREAT WHITE BEAR LLC			TERMS							3
INVOICE	DATE				STORE	CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS
028983	10/26/05	8.00/10	ROM				848.00			
028984	10/26/05	8.00/10	ROM				1,165.00			
028985	10/26/05	8.00/10	ROM				848.00			
028986	10/26/05	8.00/10	ROM				953.00			
028987	10/26/05	8.00/10	ROM				848.00			
028988	10/26/05	8.00/10	ROM				953.00			
028989	10/26/05	8.00/10	ROM				953.00			
028990	10/26/05	8.00/10	ROM				848.00			
028991	10/26/05	8.00/10	ROM				1,165.00			
028992	10/26/05	8.00/10	ROM				953.00			
028993	10/26/05	8.00/10	ROM				848.00			
028994	10/26/05	8.00/10	ROM				953.00			
028995	10/26/05	8.00/10	ROM				1,165.00			
028996	10/26/05	8.00/10	ROM				1,167.00			
028997	10/26/05	8.00/10	ROM				1,165.00			
028998	10/26/05	8.00/10	ROM				953.00			
028999	10/26/05	8.00/10	ROM				953.00			
029000	10/26/05	8.00/10	ROM				1,165.00			
029001	10/26/05	8.00/10	ROM				848.00			
029002	10/26/05	8.00/10	ROM				953.00			
029003	10/26/05	8.00/10	ROM				848.00			
029004	10/26/05	8.00/10	ROM				953.00			
029005	10/26/05	8.00/10	ROM				848.00			
029006	10/26/05	8.00/10	ROM				953.00			
029007	10/26/05	8.00/10	ROM				1,165.00			
CUSTOMER TOTAL		47,458.00				.00	47,458.00	.00	.00	.00
FORMNJP01 FORMAN MILLS INC										
050097	11/14/05	NET 60				1070 THOMAS BUSCH MEM HWY			PENNSAUKEN, NJ	08110
050098	11/14/05	NET 60				6,144.00				
CUSTOMER TOTAL		6,876.00				732.00				
050149	11/14/05	NET 14				79 MAIN STREET			MINNEOLA NY	11501
CUSTOMER TOTAL		1,932.00				.00		1,932.00	.00	.00
GIRLGL01	GIRLS, GIRLS, GIRLS CLOTHING STORE					2785 CRUISE RD, SUITE #7			LAWRENCEVILLE, GA	30044
028922	10/12/05	NET 30						120.00		
CUSTOMER TOTAL		120.00				.00		120.00	.00	.00
HAS FLP01	H.A.S. INDUSTRIES					3137 NW 25TH AVENUE			POMPANO BEACH, FL	33069
028925	10/14/05	NET 60						3,600.00		
CUSTOMER TOTAL		3,600.00				.00		3,600.00	.00	.00
LAFALAL01	LAFAYETTE BARGAIN STORE					2015 W UNIVERSITY AVE			LAFAYETTE, LA	70506
028923	10/12/05	NET 10/BOM						240.00		
CUSTOMER TOTAL		240.00				.00		240.00	.00	.00
MACYFLT01	MACY'S FLORIDA					4130 GANDY BLVD			TAMPA, FL	33611
050360	12/20/05	NET 30						1,368.00		
050362	12/20/05	NET 30						5,100.00		
CUSTOMER TOTAL		6,468.00				.00		6,468.00	.00	.00
MACYN7801	MACY'S CENTRAL					500 MEADOWLANDS PARKWAY			SECAUCUS, NJ	07094

AS OF 12/31/05 R			IDB FACTORS			DETAILED AGING			PAGE	4
CLIENT NO. 1200 GREAT WHITE BEAR LLC			TERMS			1-30 DAYS			61-90 DAYS	OVER 90 DAYS
INVOICE	DATE		STORE	CURRENT		1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	
050361	12/20/05	NET 30		1,224.00						
050366	12/20/05	NET 30		1,368.00						
CUSTOMER TOTAL	2,592.00			2,592.00						
MACYNYN01 MACY/REGIONAL SPECIAL EVENTS										
003573	9/29/05	NET 30	151 WEST 34TH STREET							
003575	9/29/05	NET 30								
CUSTOMER TOTAL	2,646.00									
MACYNYN02 MACYS MERCHANDISING GROUP										
003579	10/10/05	NET 30	11 PENN PLAZA							
029010	10/27/05	NET 30								
CUSTOMER TOTAL	111,150.00									
MACYOH001 MACY'S EAST										
050363	12/20/05	NET 30	PO BOX 415774							
050367	12/20/05	NET 30								
CUSTOMER TOTAL	7,110.00									
MACYOH002 MACY'S WEST INC										
050365	12/20/05	NET 30	7 W SEVENTH STREET							
CUSTOMER TOTAL	798.00									
MACYOH004 MACY'S.COM										
003407	9/12/05	8.00/ 10	PO BOX 415778							
050371	12/20/05	NET 30								
CUSTOMER TOTAL	3,990.00									
MACYWA001 MACY'S NORTHWEST/ TUKWILA FEDERATE										
050368	12/20/05	NET 30	17000 SOUTHCENTER PARKWAY							
050370	12/20/05	NET 30								
CUSTOMER TOTAL	9,456.00									
MARSHAF001 MARSHALLS										
000000	9/16/05	A/C #20496 0 0000	PO BOX 9126 ACCOUNTS PAYABLE							
050103	11/14/05	NET 10/EOM								
050104	11/14/05	NET 10/EOM								
050105	11/14/05	NET 10/EOM								
050152	11/15/05	NET 10/EOM								
050153	11/15/05	NET 10/EOM								
050154	11/15/05	NET 10/EOM								
050155	11/15/05	NET 10/EOM								
050372	12/21/05	NET 120								
CUSTOMER TOTAL	111,962.66									
MERYCAN01 MERVYN'S LLC										
000000	11/22/05	NRAP 0000	22301 FOOTHILL BLVD							
000000	10/24/05	NRAP 0000								
000000	10/03/05	NRAP 0000								
000000	10/18/05	NRAP 0000								
000000	8/29/05	NRAP 0000								
000000	8/09/05	NRAP 0000								
000000	8/11/05	NRAP 0000								
000000	9/19/05	010 0000								

2,899.20

AS OF 12/31/05 R				IDB FACTORS		DETAILED AGING			PAGE	5
CLIENT NO. 1200	GREAT WHITE BEAR LLC	INVOICE DATE	TERMS	STORE	CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	
000000	12/28/05	A/C 3412.5 0000		032	11,080.32					
000000	10/25/05	A/C 355175 0000		175	6,423.20					
000000	8/29/05	A/C #3190 0000		200	1,152.00					
000000	11/04/05	A/C 3224, 0000		582	4,860.00					
003261	8/31/05	+ 30								
003363	9/15/05	+ 30								
003364	9/15/05	+ 30								
003365	9/15/05	+ 30								
003366	9/15/05	+ 30								
003413	9/15/05	+ 30								
050087	11/09/05	+ 30								
050088	11/09/05	+ 30								
050089	11/09/05	+ 30								
050090	11/09/05	+ 30								
050091	11/09/05	+ 30								
050092	11/09/05	+ 30								
050093	11/09/05	+ 30								
050094	11/09/05	+ 30								
050095	11/14/05	2.00/ 30								
050096	11/14/05	2.00/ 30								
050160	11/23/05	2.00/ 30								
050161	11/23/05	2.00/ 30								
050162	11/23/05	2.00/ 30								
050163	11/23/05	2.00/ 30								
050164	11/23/05	2.00/ 30								
050165	11/23/05	2.00/ 30								
050166	11/23/05	2.00/ 30								
050167	11/23/05	2.00/ 30								
050168	11/23/05	2.00/ 30								
050169	11/23/05	2.00/ 30								
050170	11/23/05	2.00/ 30								
050176	11/23/05	2.00/ 30								
050177	11/23/05	2.00/ 30								
050178	11/23/05	2.00/ 30								
050179	11/23/05	2.00/ 30								
CUSTOMER TOTAL	442,977.26			30,707.24-	30,707.24-	.00	.00	94,092.00	2,899.20	
NORDWAS01 NORDSTROM										
029018	11/11/05	NET 30			810.00					
029019	11/11/05	NET 30			391.00					
029020	11/11/05	NET 30			2,205.00					
CUSTOMER TOTAL	3,406.00			.00	.00	.00	.00	.00	.00	
OVERHUTS01 OVERSTOCK.COM										
050150	11/14/05	ROG 0		.00	6322 S 3000 E STE 100					
CUSTOMER TOTAL	13,440.00			.00	13,440.00					
PARIMSJ01 PARISHIAN										
020900	9/27/05	8.00/ 10	ROM							
050109	11/14/05	8.00/ 10	ROM							
050112	11/14/05	8.00/ 10	ROM							
050114	11/14/05	8.00/ 10	ROM							
050124	11/14/05	8.00/ 10	ROM							
050125	11/14/05	8.00/ 10	ROM							
CUSTOMER TOTAL	1,500.00			.00	1,500.00					
JACKSON, MS										
CUSTOMER TOTAL	39298			.00	39298					

AS OF 12/31/05 R IDB FACTORS DETAILED AGING PAGE 6											
CLIENT NO. 1200 GREAT WHITE BEAR LLC											
INVOICE	DATE	TERMS	STORE	CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS			
050135	11/14/05	8.00/ 10	EOM		1,800.00						
050137	11/14/05	8.00/ 10	EOM		2,250.00						
050144	11/14/05	8.00/ 10	EOM		3,000.00						
050147	11/14/05	8.00/ 10	EOM		1,950.00						
050148	11/14/05	8.00/ 10	EOM		1,350.00						
CUSTOMER TOTAL	19,500.00		.00	.00	18,000.00	1,500.00	.00	.00			
RAMPAL01 RAMPAGE.COM											
020584	8/25/05	NET 30			2300 S EASTERN AVENUE	LOS ANGELES CA	90040	1,404.00			
028902	9/29/05	NET 30						1,854.00			
028904	9/30/05	NET 30						444.00			
CUSTOMER TOTAL	3,702.00		.00	.00	.00	.00	2,298.00	1,404.00			
RICH0C01 RICH'S/LAZARUS/G - MACY'S CENTRAL											
000000	12/21/05	A/C 786990 0000	990	5.76-	PO BOX 415770	CINCINNATI, OH	45241				
CUSTOMER TOTAL	5.76-		5.76-	5.76-	.00	.00	.00	.00			
ROSS0P01 ROSS STORES INC											
000000	8/24/05	A/C 10594 0 0000	600	2,496.00-	4440 ROSEWOOD DR - BLD 4	PLEASANTON CA	94588				
CUSTOMER TOTAL	2,496.00-		2,496.00-	2,496.00-	.00	.00	.00	.00			
TJ MAF01 TJ MAXX											
029016	11/09/05	010 EOM 045 0290			PO BOX 9126	FRAMINGHAM, MA	01701				
029017	11/09/05	010 EOM 045 0290			21,927.90						
050102	11/14/05	NET 10/EOM			3,240.00						
050106	11/14/05	NET 10/EOM						27,477.00			
050107	11/14/05	NET 10/EOM						20,378.00			
050108	11/14/05	NET 10/EOM						20,424.00			
050156	11/15/05	NET 10/EOM						29,476.92			
050208	11/14/05	NET 10/EOM + 45						9,648.00			
CUSTOMER TOTAL	140,851.82		.00	8,280.00	107,403.92	.00	.00	.00			
TK WDW01 T K MAXX											
020583	8/25/05	NET 60			50 CLARENDON RD	WATFORD HERTS WD	171TX				
CUSTOMER TOTAL	27,510.00		.00	.00	.00	.00	27,510.00	.00			
URBANJS01 URBAN BRANDS INC											
028936	10/18/05	NET 10/EOM + 30			100 METRO WAY	SECAUCUS, NJ	07094				
CUSTOMER TOTAL	7,560.00		.00	.00	7,560.00	.00	.00	.00			
WINN0001 WINNERS APPAREL LTD											
029011	10/27/05	NET 60			6715 AIRPORT ROAD	MISSISSAUGA, ONTARIO L4V1Y					
029012	10/27/05	NET 60			26,530.00						
029013	10/27/05	NET 60			1,026.00						
029014	10/27/05	NET 60			26,400.00						
050099	11/14/05	NET 60			24,000.00						
050100	11/14/05	NET 60			58,950.00						
050101	11/14/05	NET 60			24,000.00						
CUSTOMER TOTAL	173,806.00		.00	95,850.00	77,956.00	.00	.00	.00			
CLIENT TOTALS	1,867,626.33		91,764.45-	351,459.25	777,631.88	243,608.00	313,024.00	181,903.20			
THE INFORMATION SET FORTH ABOVE IS FOR GENERAL GUIDANCE ONLY AND MAY NOT BE RELIED UPON AS AN INDICATION OF CREDIT RESPONSIBILITY UNLESS VERIFIED AND CREDIT APPROVAL SPECIFICALLY CONFIRMED FOR EACH ITEM.											

THE INFORMATION SET FORTH ABOVE IS FOR GENERAL GUIDANCE ONLY AND MAY NOT BE RELIED UPON AS AN INDICATION OF CREDIT RESPONSIBILITY UNLESS VERIFIED AND CREDIT APPROVAL SPECIFICALLY CONFIRMED FOR EACH ITEM.



MAR 28 2006

Mervyn CA 101-01200

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHICH WATER MARKS OF THE DOCUMENT CONTAIN THE WORD "MERYNS".

MERYNS
CHECK NO. 101-01200
DATE 03/28/06
AMOUNT \$10,155.80

PAY TO THE ORDER OF
ISRAEL DISCOUNT BANK
GREAT WHITE BEAR LLC
100 EAST 100 ST
NEW YORK, NY 10001

THIS CHECK IS VOID IF NOT CASHED WITHIN 90 DAYS
MERYNS

⑈0000369796⑈ ⑈092904554⑈ ⑈50080682720⑈

CL/B
\$10,155.80

JP

P. 01664

IDB FACTORS

CLIENT DAILY CASH REPORT

IDBCRD0001

02/28/06

PAGE 1

CLIENT: 1200 GREAT WHITE BEAR LLC

CHK. DATE	CHK NO.	S	CHK AMOUNT	ITEM NBR	ITEM AMOUNT	TRAN	REF
DD CAP01	DD'S DISCOUNTS						
2/22/06	012610	S	480.00	050207	480.00		
E NYB03	E COLLECTION CORP						
2/25/06	000968	S	240.00	028921	240.00		
MARSMF01	MARSHALLS						
2/24/06	456890	S	92,940.00				
2/24/06	456890			050103	1,973.66		C/B SEE ATTACHED
2/24/06	456890			050104	1,927.66		
2/24/06	456890			050105	4,515.00		
2/24/06	456890			050105	18,051.30		
2/24/06	456890			050152	41,538.00		
2/24/06	456890			050153	14,233.32		
2/24/06	456890			050154	13,500.48		
2/24/06	456890			050155	1,147.90		
MERVCAH01	MERVYN'S LLC						
2/20/06	368533		12,792.67				
2/20/06	368533				12,388.80-		C/B SHIPPING CHARGES
2/20/06	368533				732.28		C/B ALLOWANCE
2/20/06	368533				1,293.40-		C/B SEE ATTACHED
					157.25		C/B SEE ATTACHED
TJ MAF01	TJ MAXX						
2/24/06	456890	S	107,403.92	050102	27,477.00		
2/24/06	456890			050106	20,378.00		
2/24/06	456890			050107	20,424.00		
2/24/06	456890			050108	29,476.92		
2/24/06	456890			050156	9,648.00		
02/28/06 TOTAL:			213,856.59	C/B TOTAL:	10,819.01-	A/C TOTAL:	.00

P 01665

IDB FACTORS

CLIENT DAILY CASH REPORT

IDBCRD001

05/09/06

PAGE 1

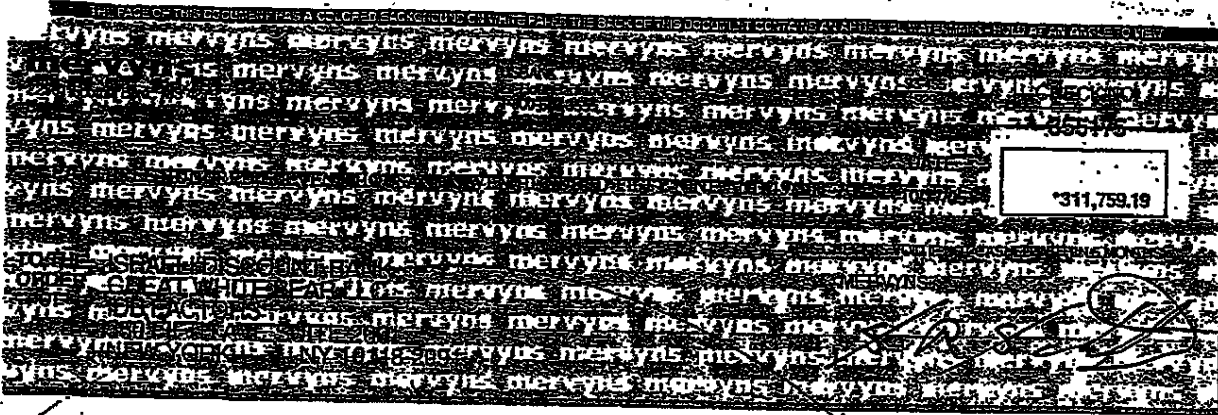
CLIENT: 1200 GREAT WHITE BEAR LLC

CHK.	DATE	CHK NO.	S	CHK AMOUNT	ITEM NBR	ITEM AMOUNT	TRAN	REF
MERVCAH01		MERVYN'S LLC						
10/17/05		355175			000000	7,632.00-	A/C	#3205
10/17/05		355175				3,264.24		DISCOUNT ALLOWED
10/17/05		355175				3,264.24-	C/B	DISC./ANTICIP. DIF
10/17/05		355175				21,426.81	C/B	SEE ATTACHED
10/17/05		355175				4,146.00	C/B	NO DETAILS SUBMITT
10/17/05		355175				3,276.00-	C/B	NO DETAILS SUBMITT
10/17/05		355175			000000	311,759.19-		355175
10/17/05		355175			003159	6,450.00		
10/17/05		355175			003160	11,868.00		
10/17/05		355175			003161	11,610.00		
10/17/05		355175			003162	14,061.00		
10/17/05		355175			003163	8,256.00		
10/17/05		355175			003164	4,128.00		
10/17/05		355175			003166	11,997.00		
10/17/05		355175			003192	8,640.00		
10/17/05		355175			003194	7,800.00		
10/17/05		355175			003197	7,920.00		
10/17/05		355175			003198	4,176.00		
10/17/05		355175			003199	8,352.00		
10/17/05		355175			003200	7,632.00		
10/17/05		355175			003201	4,320.00		
10/17/05		355175			003202	8,928.00		
10/17/05		355175			003203	8,928.00		
10/17/05		355175			003205	2,088.00		
10/17/05		355175			003206	6,786.00		
10/17/05		355175			003207	4,698.00		
10/17/05		355175			003209	2,160.00		
10/17/05		355175			003210	4,464.00		
10/17/05		355175			003214	2,100.00		
10/17/05		355175			003215	4,350.00		
10/17/05		355175			003218	7,236.00		
10/17/05		355175			003223	1,404.00		
10/17/05		355175			003226	2,376.00		
10/17/05		355175			003241	8,856.00		
10/17/05		355175			003244	8,424.00		
10/17/05		355175			003245	24,084.00		
10/17/05		355175			003246	11,880.00		
10/17/05		355175			003248	20,088.00		
10/17/05		355175			003249	14,418.00		
10/17/05		355175			003252	12,798.00		
10/17/05		355175			003253	16,899.00		
10/17/05		355175			003256	10,191.00		
10/17/05		355175			003259	11,481.00		
10/17/05		355175			003260	7,095.00		
10/17/05		355175			003263	4,644.00		
10/17/05		355175			003264	2,838.00		

P. 01658

OCT 25 2005

MERVCAH/1 - 1200



0000355175 092904554 150080682720

CP
\$21,426.81
\$4,146.00
AC
\$3,276.00
off invoice
AC of \$7,632.00
for Duplicate Invoice
3205
CP
\$26,424
5/19/06

P. 01660

IDB FACTORS

CLIENT DAILY CASH REPORT

IDBCRD001

03/28/06

PAGE 1

CLIENT: 1200 GREAT WHITE BEAR LLC

CHK. DATE	CHK NO. S	CHK AMOUNT	ITEM NBR	ITEM AMOUNT	TRAN	REF
MERYCAH01	MERVYN'S LLC					
3/20/06	369796	10,155.80				
				10,155.80-	C/B PREVIOUS CHARGE	BACI
WINNCD001	WINNERS APPAREL LTD					
3/20/06	035206	71,850.00				
3/20/06	035206		050099	58,950.00		
			050101	12,900.00		
03/28/06	TOTAL:	82,005.80	C/B TOTAL:	10,155.80-	A/C TOTAL:	.00

P. 01662

VENDOR NAME GREAT WHITE BEAR LLC VENDOR NO. 000055423 1 OF 1

DOCUMENT NUMBER	CODE	DOC. DATE	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
050096D POD-POS - Inv-cost only	1	12/30/05	5492.60	0.00	5492.60
050096E POD-POS - Inv-cost only	1	12/30/05	4663.20	0.00	4663.20
			REASON CODE	A110	
GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT	DATE OF CHECK	CHECK NO.	
10155.80	0.00	10155.80	03/20/06	369796	

P.01663

RUN DATE: 2006-01-19
DOC NO : 16-38-181-01

MERVYN'S
MAIL STOP TPS - 0356
1000 NICOLLET MALL
MINNEAPOLIS, MN 55403
FREIGHT DEDUCTION

VENDDR NUMBER:66423

GREAT WHITE BEAR LLC
350 FIFTH AVE SUITE 2001
NEW YORK, NY 10118-2091

PAGE :

THE FOLLOWING DEDUCTIONS WERE TAKEN BECAUSE OF THE FOLLOWING VIOLATIONS

CHARGEBACK FOR : Ready To Ship Weight Accuracy
CHARGEBACK # : TRM51480
CHARGEBACK AMOUNT : 98.70

PROCESSING FEE : 0.0

TOTAL CHARGEBACK AMOUNT : 98.70

CREATED DATE :01/17/2006

PRO #
A78471

SCAC
PAXE

DEPT
0962

PO
1766976

LOC
997

SHIP DATE
12/19/2005

WEIGHT
2100

CARTONS
175

SHIP POINT : COMPTON, CA, 90220
ACTUAL WEIGHT : 2100.0

COMMENTS : Failure to provide accurate weight for shipments on Ready To Ship.
TOTAL RTS WEIGHT 1610

CHARGEBACK FOR : Ready To Ship Weight Accuracy
CHARGEBACK # : TRM51489
CHARGEBACK AMOUNT : 30.00

PROCESSING FEE : 0.0

TOTAL CHARGEBACK AMOUNT : 30.00

CREATED DATE :01/17/2006

PRO #
A78470

SCAC
PAXE

DEPT
0962

PO
1766976

LOC
996

SHIP DATE
12/19/2005

WEIGHT
84

CARTONS
7

SHIP POINT : COMPTON, CA, 90220
ACTUAL WEIGHT : 84.0

COMMENTS : Failure to provide accurate weight for shipments on Ready To Ship.
TOTAL RTS WEIGHT 1652

P.01654

RUN DATE: 2008-01-11
DOC NO : 16-38-161-01

MERYVN'S
MAIL STOP TPS - 0856
1000 NICOLET MALL
MINNEAPOLIS, MN 55403
FREIGHT DEDUCTION

VENDOR NUMBER:86423

GREAT WHITE BEAR LLC
350 FIFTH AVE SUITE 2001
NEW YORK, NY 10118-2091

THE FOLLOWING DEDUCTIONS WERE TAKEN BECAUSE OF THE FOLLOWING VIOLATIONS

CHARGEBACK FOR : Unauthorized Ground Carrier
CHARGEBACK # : TRMB1160
CHARGEBACK AMOUNT : 191.73
PRO # :
804907542
SCAC DEPT PO PROCESSING FEE : 0.0
FXFW 0862 3805240
LOC 893 SHIP DATE 11/11/2005
SHIP POINT : ODMPTON, CA, 90220
RTS SCAC : CODM
COMMENTS : Failure to use the assigned carrier from our RTS system.

TOTAL CHARGEBACK AMOUNT : 191.73
CREATED DATE : 01/09/2006

PAGE :

P. 01655

RUN DATE: 2008-01-08
DOC NO : 18-38-181-01

VENDOR NUMBER: 66423

MERVYN'S
MAIL STOP TPS - 0856
1000 NICOLLET MALL
MINNEAPOLIS, MN 55403
FREIGHT DEDUCTION

GREAT WHITE BEAR LLC
380 FIFTH AVE SUITE 2001
NEW YORK, NY 10118-2091

PAGE :

THE FOLLOWING DEDUCTIONS WERE TAKEN BECAUSE OF THE FOLLOWING VIOLATIONS

CHARGEBACK FOR : Accessorial Charges
CHARGEBACK # : TRM51078
CHARGEBACK AMOUNT : 24.49
PRO # :
05340803
ASSESSORIAL CODES
HOURS OF SERVICE CHARGE
SHIP POINT : COMPTON, CA, 90220
COMMENTS : Failure to pay origin accessorial charges, ie: driver time, equipment detention and truck ordered not used.
SCAC DEPT PO LOC SHIP DATE WEIGHT CARTONS
RYDD 0862 914908 898 12/08/2005 4950 0
PROCESSING FEE : 0.0
TOTAL CHARGEBACK AMOUNT : 24.49
CREATED DATE : 01/09/2006

P. 01656

Print Date: 01/12/08
 Chargeback No: TRMS1160
 Chargeback Date: 01/09/08
 Description: Unauthorized ground carrier
 Reason Code: TR02 Unauthorized ground carrier
 Terms Code: 0.00 N 000
 Distribution Code: 8008
 Process Level: MEFRA
 Voucher Number:

Merlyn's
 CHARGEBACK

GREAT WHITE BEAR LLC
 IDB FACTORS
 350 FIFTH AVE SUITE 2001
 NEW YORK NY 10118-2091

Company:
 Vendor No:
 Purchase Order:
 Cancel Date:
 F.O.B:
 PO Routing:
 Location:

0021
 000066423

0993

P. 01657

Detail
 No Detail

CHARGEBACK DETAIL

Invoice Qty	Receipt Qty	Qty Difference	Inv Unit Cost	Rept Unit Cost	Extended Amount
		0.0000			

FR - Freight Charge on INV/CM

Chargeback Amount

191.72-
 191.73-

PLEASE SEE THE VENDOR PARTNERSHIP MANUAL AVAILABLE ON PARTNERS ON LINE FOR DISPUTE INSTRUCTIONS
 DIRECT CORRESPONDENCE TO : Merlyn's
 22801 Foothill Blvd., MS 3160
 Hayward CA 94541-2771
 USA

Print Date: 01/13/06
 Chargeback No: 08570
 Chargeback Date: 12/20/05
 Description: Ref.#181, 1cc 996
 Reason Code: A135
 Terms Code: 00NDO
 Distribution Code: 1003
 Process Level: MEADJ
 Voucher Number:

Marvyn's
 CHARGEBACK

GREAT WHITE BEAR LLC
 IDB FACTORS
 350 FIFTH AVE SUITE 2001
 NEW YORK NY 10118-2091

Company:
 Vendor No: 0021
 Purchase Order: 000066423
 Cancel Date: 000914809
 F.O.B: COMPTON
 PD Routing: 08001
 Location: 0996

Detail:
 No Details

CHARGE BACK DETAIL

Invoice Qty	Receipt Qty	Qty Difference	Inv Unit Cost	Rept Unit Cost	Extended Amount
0.0000					14177.85

FC - Freight Charge on Chargeback

Chargeback Amount

180.85
 14177.85

PLEASE SEE THE VENDOR PARTNERSHIP MANUAL AVAILABLE ON PARTNERS ON LINE FOR DISPUTE INSTRUCTIONS
 DIRECT CORRESPONDENCE TO : Marvyn's
 22501 Foothill Blvd., MS 3160
 Hayward CA 94541-2771
 USA

Merry

22301 Foothill Blvd, Hayward CA 94541

Debit Memo

ASN format charges may not include item information
 PO Detail=Item as set-up on PO
 Audit Detail=Item as audited

GREAT WHITE BEAR LLC

Vnd # 66423

PO # 4008087

DC VSC CODE

DEPT CLASS ITEM BARCODE

PO DETAIL

AUDIT DETAIL

ERROR AMT

997 105 Shipped without a ticket

DEPT CLASS ITEM BARCODE	PO DETAIL	AUDIT DETAIL	ERROR AMT
962 88 1036 842629005772			\$50.60
962 88 1037 842629005789			\$36.00
962 88 1042 842629005796			\$36.00
962 88 1043 842629005802			\$37.00
962 88 1044 842629005819			\$60.00
962 88 1045 842629005826			\$36.00

993 Admin cost per PO/Location		\$150.00
996 Admin cost per PO/Location		\$150.00
997 Admin cost per PO/Location		\$150.00
PO # 6184652		\$150.00

LAWSON CHARGE

INV#

INV DATE

A207 Ticketing Chargeback

CB61846521

11/22/2005

INVOICE AMT

\$425.60

DC VSC CODE

DEPT CLASS ITEM BARCODE

PO DETAIL

AUDIT DETAIL

ERROR AMT

986 105 Shipped without a ticket

962 88 22

842629004607

993 105 Shipped without a ticket

962 88 22

842629004607

986 Admin cost per PO/Location		\$25.80
993 Admin cost per PO/Location		\$150.00
		\$150.00

TOTAL CHGS BY VENDOR

\$2,937.40

12/29/2005 1:00:12 AM

r_j005

To Properly dispute charges please refer to www.Partnersoul.com
 Locate the dispute form by using the following path: Guidelines Info/Requirements
 Procedures/Domestic-Compliance Programs/Disputing Chargeback/Tab down to Logistics Non-
 Compliance Inquiry Process/Double click to "Merry's Compliance Dispute Form."
 *Note: Disputes can be emailed to the following email address: compliance.disputes@merryinc.co

P 01644

Print Date: 01/27/06
 Chargeback No: 08742
 Chargeback Date: 01/18/08
 Description: RA#361, 1cc 997
 Reason Code: A185
 Terms Code: 00N00
 Distribution Code: 1003
 Process Level: MEADU
 Voucher Number:

Mervyn's
 CHARGEBACK

GREAT WHITE BEAR LLC
 IDB FACTORS
 350 FIFTH AVE SUITE 2001
 NEW YORK NY 10118-2091

Company: 0021
 Vendor No: 000066423
 Purchase Order: 006184652
 Cancel Date:
 F.O.B:
 PO Routing:
 Location: COMPTON
 08001
 0997

Detail
 No Details

CHARGEBACK DETAIL

Invoice Qty	Receipt Qty	Qty Difference	Inv Unit Cost	Rcpt Unit Cost	Extended Amount
					295.38
					20063.68
					20063.68

FC - Freight Charge on Chargeback

Chargeback Amount

PLEASE SEE THE VENDOR PARTNERSHIP MANUAL AVAILABLE ON PARTNERS ON LINE FOR DISPUTE INSTRUCTIONS

DIRECT CORRESPONDENCE TO : Mervyn's
 22801 Foothill Blvd., MS 3160
 Hayward CA 94541-2771
 USA

01847

mervyns.

PLEASE MAIL PAYMENT TO:
 Mervyn's
 Attn: Marketing Finance, MS2120
 22301 Foothill Blvd.
 Hayward, CA 94541

CO-OP ADVERTISING CLAIM

VENDOR NUMBER	CLAIM NUMBER	DOC DATE	PROMO NUMBER	DEPT	CLASS	DIVISION
66423	2330	11/6/2005	9115802	962	88	RTW

BILL TO: Rampage
 Attn: Danny Fodiman
 1412 Broadway, Ste. 1604
 New York, NY 10018

ORIGINATOR: Dawn Nichols

REASON CODE: A112

PROCESS LEVEL: 1200

TYPE OF MEDIA: Tabloid

DESCRIPTION	SPACE	RATE	AMOUNT
Nov Wk 2 Tab, Page 14	0	0	\$19,300.00

NOTES:

You are being charged as per our agreement with: See Attached

ACCOUNTS PAYABLE USE			
Check-No. Rec'd		SUBTOTAL	\$19,300.00
Check Date			
Date Rec'd		PROPORTIONATE SHARE <u>100</u> %	
Amount Billed			
Amount Rec'd		TOTAL	\$19,300.00
Adjustment			

1/18/2006 11:36:00 AM
 0 01040

Print Date: 12/24/08
 Chargeback No: VC120011473
 Chargeback Date: 12/24/08
 Description: Late Ship Violation
 Reason Code: 0.00 000
 Terms Code:
 Distribution Code:
 Process Level:
 Voucher Number: EXVEC

Marvyn's
 CHARGEBACK

GREAT WHITE BEAR LLC
 108 FACTORS
 350 FIFTH AVE SUITE 2001
 NEW YORK NY 10118-2091

Company:
 Vendor No: 0021
 Purchase Order: 000086428
 Cancel Date: 4008087
 F.O.B:
 PO Routing:
 Location: 0893

Detail
 No Details

CHARGE BACK DETAIL			
Invoice Qty	Receipt Qty	Qty Difference	Inv Unit Cost Rpt Unit Cost
		0.0000	
			Extended Amount
			489.60
			489.60

PLEASE SEE THE VENDOR PARTNERSHIP MANUAL AVAILABLE ON PARTNERS ON LINE FOR DISPUTE INSTRUCTIONS

DIRECT CORRESPONDENCE TO : Marvyn's
 22301 Foothill Blvd., MS 8160
 Hayward CA 94541-2771
 USA

Chargeback Amount 489.60

Print Date: 12/24/05
 Chargeback No: VC12001678
 Chargeback Date: 12/24/05
 Description: EDI-866 NEVER ARRIVED
 Reason Code: 0.00 000
 Terms Code: 0.00 000
 Distribution Code: 0.00 000
 Process Level: EXVEC
 Voucher Number:

Mervyn's
 CHARGEBACK

GREAT WHITE BEAR LLC
 IDB FACTORS
 350 FIFTH AVE SUITE 2001
 NEW YORK NY 10118-2091

Company:
 Vendor No: 0021
 Purchase Order: 000066423
 Cancel Date: 6184652
 P.O.B:
 PO Routing:
 Location: 0986

Detail
 No Details

CHARGEBACK DETAIL
 Invoice Qty Receipt Qty Qty Difference
 0.0000

PLEASE SEE THE VENDOR PARTNERSHIP MANUAL AVAILABLE ON PARTNERS ON LINE FOR DISPUTE INSTRUCTIONS

Chargeback Amount

Extended Amount
 150.00-
 150.00-

DIRECT CORRESPONDENCE TO : Mervyn's
 22301 Foothill Blvd., MS 3160
 Hayward CA 94541-2771
 USA

Print Date: 12/24/08
 Chargeback No: VC120011664
 Chargeback Date: 12/24/08
 Description: EDI 856 NEVER ARRIVED
 Reason Code:
 Terms Code: 0.00 000
 Distribution Code:
 Process Level: EXVEO
 Voucher Number:

Mervyn's
 CHARGEBACK

GREAT WHITE BEAR LLC
 IDB FACTORS
 350 FIFTH AVE SUITE 2001
 NEW YORK
 NY 10118-2091

Company:
 Vendor No: 0021
 Purchase Order: 000066428
 Cancel Date: 0529852
 F.O.B.:
 PO Routing:
 Location: 0986

Data:
 No Details

CHARGEBACK DETAIL
 Invoice Qty Receipt Qty Qty Differences
 0.0000

PLEASE SEE THE VENDOR PARTNERSHIP MANUAL AVAILABLE ON PARTNERS ON LINE FOR DISPUTE INSTRUCTIONS

DIRECT CORRESPONDENCE TO : Mervyn's
 22801 Foothill Blvd., MS 3160
 Hayward
 CA 94541-2771
 USA

Chargeback Amount
 150.00-
 150.00-

Print Date: 01/18/08
 Chargeback No: CB738
 Chargeback Date: 12/22/05
 Description: RA# 861, 100 997
 Reason Code: A135 RTV
 Terms Code: 00N00
 Distribution Code: 1003
 Process Level: MEADU
 Voucher Number:

Mervyn's
 CHARGEBACK

GREAT WHITE BEAR LLC
 1DB FACTORS
 380 FIFTH AVE SUITE 2001
 NEW YORK NY 10118-2091

Company:
 Vendor No: 0021
 Purchase Order: 000068428
 Cancel Date: 000445438
 F.O.B.: COMPTON
 PD Routing: 05001
 Location: 0897

CA P 01645

Detail) ----- CHARGEBACK DETAIL -----
 No Details ----- Invoice Qty Receipt Qty Qty Difference Inv Unit Cost Rcpt Unit Cost Extended Amount

FC - Freight Charge on Chargeback 86.99-
 Chargeback Amount 8741.79-

PLEASE SEE THE VENDOR PARTNERSHIP MANUAL AVAILABLE ON PARTNERS ON LINE FOR DISPUTE INSTRUCTIONS

DIRECT CORRESPONDENCE TO : Mervyn's
 22801 Foothill Blvd., MS 3160
 Hayward CA 94541-2771
 USA

Print Date: 01/16/06
 Chargeback No: C8794
 Chargeback Date: 12/22/05
 Description: RA# 361, 100 997
 Reason Code: A185 RTV
 Terms Code: 00N00
 Distribution Code: 1003
 Process Level: MEADU
 Voucher Number:

Mervyn's
 CHARGEBACK

GREAT WHITE BEAR LLC
 IDB FACTORS
 380 FIFTH AVE SUITE 2001
 NEW YORK NY 10118-2091

Company:
 Vendor No: 0021
 Purchase Order: 000066423
 Cancel Date: 004008087
 F.O.B.: COMPTON
 PO Routing: 08001
 Location: 0997

P. 01646

Detail	Invoice Qty	Receipt Qty	Qty Difference	Inv Unit Cost	Receipt Unit Cost	Extended Amount
No Details						
			0.0000			2119.39

FC - Freight Charge on Chargeback 45.79
 Chargeback Amount 2119.39

PLEASE SEE THE VENDOR PARTNERSHIP MANUAL AVAILABLE ON PARTNERS ON LINE FOR DISPUTE INSTRUCTIONS

DIRECT CORRESPONDENCE TO: Mervyn's
 22301 Foothill Blvd., MS 3160
 Hayward CA 94541-2771
 USA

Mervyn's #1-1200

JAN 04 2006

THE FACE OF THIS CHECK MUST BE GUARANTEED TO BE PRINTED ON THE BACK OF THE DOCUMENT CONTAINING AN ORIGINAL WATERMARK AS APPEARED AT THE TIME OF THE CHECK'S ISSUANCE.

DATE: 12/20/05

AMOUNT: \$1,477.96

TO THE ORDER OF: MERVYN'S

FROM: JAMES H. DISCOUNT BANK

ORDER: GREAT WHITE BEAR LLC

1250 FIFTH AVE SUITE 200

NEW YORK, NY 10011

⑈0000363150⑈ ⑆092904554⑆ 150080682720⑈

CP
#24,411.68

JP

S2032A MC-1031 REV. 5/05

VENDOR NAME: GREAT WHITE BEAR LLC VENDOR NO. 000066423 1 OF 2

DOCUMENT NUMBER	CODE	DOC. DATE	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
050087	1	11/09/05	26418.00	0.00	26418.00
CB050087CA	3	12/20/05	328.36	0.00	328.36
COOP CHALLENGE - OFF INV CLAIM					
CO-OP ADVERTISING ALLOWANCE					
CB050087R	3	12/20/05	264.18	0.00	264.18
ADDITIONAL RTV DISCOUNT					
ALLOWANCE - RTV					
CB050087WH	3	12/20/05	264.18	0.00	264.18
WAREHOUSE DISCOUNT					
ALLOWANCE - WAREHOUSE					
CB0412CA	3	11/25/05	548.36	0.00	548.36
COOP CHALLENGE - OFF INV CLAIM					
CO-OP ADVERTISING ALLOWANCE					
CB0412R	3	11/25/05	278.18	0.00	278.18
ADDITIONAL RTV DISCOUNT					
ALLOWANCE - RTV					
CB0412WH	3	11/25/05	278.18	0.00	278.18

HAYWARD, CA 94541
22821 FOOTHILL BLVD.

P.01722

mervyn's

P.01723

IUB FACTORS

CLIENT DAILY CASH REPORT

IDBCRD001

01/04/06

PAGE 1

CLIENT: 1200 GREAT WHITE BEAR LLC

* Batch #7

CHK. DATE	CHK NO.	S	CHK AMOUNT	ITEM NBR	ITEM AMOUNT	TRAN	REF
IACYOHC01	MACY'S EAST						
12/28/05	789583	S	20.00-		20.00	C/B	SEE ATTACHED
IERVCAH01	*MERVYN'S LLC						
12/26/05	363150	S	1,477.96		24,411.68	C/B	SEE ATTACHED
12/26/05	363150	S			528.36		DISCOUNT ALLOWED
12/26/05	363150			050087	26,418.00		
ICHQH01	RICH'S/LAZARUS/G - M						
12/28/05	789583	S	420.00		420.00-	C/B	SEE ATTACHED
01/04/06 TOTAL:			1,877.96	C/B TOTAL:	24,011.68	A/C TOTAL:	.00

DB FACTORS

CLIENT DAILY CASH REPORT

IDBCRD001

05/04/06

PAGE 1

CLIENT: 1200 GREAT WHITE BEAR LLC

CHK	DATE	CHK NO.	S	CHK AMOUNT	ITEM NBR	ITEM AMOUNT	TRAN	REF
RVCAH01								
0/17/05		355175			000000	311,759.19-	A/C	355175
0/17/05		355175				3,264.24-	DISCOUNT ALLOWED	
0/17/05		355175				17,823.77-	C/B PREVIOUS CHARGEBACK	
0/17/05		355175			000000	326,424.00	S/P	
0/17/05		355175			000000	6,423.20-		355175
5/04/06 TOTAL:				.00	C/B TOTAL:	17,823.77-	A/C TOTAL:	311,759.19-

*Reinstatement
Caylor*

P. 01706

VENDOR NAME GREAT WHITE BEAR LLC		VENDOR NO. 00066423		MERYVINS Hawthorne, CA 94541-5771			
DOCUMENT NUMBER	CODE	DOC. DATE	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT		
3244	1	09/06/05	8424.00	0.00	8424.00		
3245	1	09/06/05	24084.00	0.00	24084.00		
3246	1	09/06/05	11880.00	0.00	11880.00		
3248	1	09/06/05	20088.00	0.00	20088.00		
3249	1	09/06/05	14418.00	0.00	14418.00		
3252	1	09/06/05	12798.00	0.00	12798.00		
3253	1	09/06/05	16899.00	0.00	16899.00		
3256	1	09/06/05	10191.00	0.00	10191.00		
3259	1	09/01/05	11481.00	0.00	11481.00		
3260	1	09/01/05	7095.00	0.00	7095.00		
3263	1	09/01/05	4644.00	0.00	4644.00		
3264	1	09/01/05	2838.00	0.00	2838.00		
CB3159CA	3	08/24/05	-129.00	-0.00	-129.00		
COOP CHALLENGE - OFF INV CLAIM			REASON CODE	A003			
CO-OP ADVERTISING ALLOWANCE							
CB3159R	3	08/24/05	-84.50	0.00	-84.50		
ADDITIONAL RTV DISCOUNT			REASON CODE	A011			
ALLOWANCE - RTV							
CB3159WH	3	08/24/05	-84.50	0.00	-84.50		
WAREHOUSE DISCOUNT			REASON CODE	A015			
ALLOWANCE - WAREHOUSE							
CB3160CA	3	08/24/05	-237.36	0.00	-237.36		
COOP CHALLENGE - OFF INV CLAIM			REASON CODE	A003			
CO-OP ADVERTISING ALLOWANCE							
CB3160R	3	08/24/05	-118.68	0.00	-118.68		
ADDITIONAL RTV DISCOUNT			REASON CODE	A011			
ALLOWANCE - RTV							
CB3160WH	3	08/24/05	-118.68	0.00	-118.68		
WAREHOUSE DISCOUNT			REASON CODE	A015			
ALLOWANCE - WAREHOUSE							
CB3161CA	3	08/29/05	-232.20	0.00	-232.20		
COOP CHALLENGE - OFF INV CLAIM			REASON CODE	A003			
CO-OP ADVERTISING ALLOWANCE							
CB3161R	3	08/29/05	-116.10	0.00	-116.10		
ADDITIONAL RTV DISCOUNT			REASON CODE	A011			
ALLOWANCE - RTV							
CB3161WH	3	08/29/05	-116.10	0.00	-116.10		
WAREHOUSE DISCOUNT			REASON CODE	A015			
ALLOWANCE - WAREHOUSE							
CB3162CA	3	08/28/05	-281.22	0.00	-281.22		
COOP CHALLENGE - OFF INV CLAIM			REASON CODE	A003			
CO-OP ADVERTISING ALLOWANCE							
CB3162R	3	08/28/05	-140.61	0.00	-140.61		
ADDITIONAL RTV DISCOUNT			REASON CODE	A011			
ALLOWANCE - RTV							
CB3162WH	3	08/28/05	-140.61	0.00	-140.61		
WAREHOUSE DISCOUNT			REASON CODE	A015			
ALLOWANCE - WAREHOUSE							
CB3163CA	3	08/24/05	-165.12	0.00	-165.12		
COOP CHALLENGE - OFF INV CLAIM			REASON CODE	A003			
CO-OP ADVERTISING ALLOWANCE							
CB3163R	3	08/24/05	-82.56	0.00	-82.56		
ADDITIONAL RTV DISCOUNT			REASON CODE	A011			
ALLOWANCE - RTV							
CB3163WH	3	08/24/05	-82.56	0.00	-82.56		
WAREHOUSE DISCOUNT			REASON CODE	A015			
ALLOWANCE - WAREHOUSE							
CB3164CA	3	08/24/05	-82.56	0.00	-82.56		
COOP CHALLENGE - OFF INV CLAIM			REASON CODE	A003			
CO-OP ADVERTISING ALLOWANCE							
CB3164R	3	08/24/05	-41.28	0.00	-41.28		
ADDITIONAL RTV DISCOUNT			REASON CODE	A011			
ALLOWANCE - RTV							
CB3164WH	3	08/24/05	-41.28	0.00	-41.28		
WAREHOUSE DISCOUNT			REASON CODE	A015			
ALLOWANCE - WAREHOUSE							
CB3165CA	3	08/28/05	-236.94	0.00	-236.94		
COOP CHALLENGE - OFF INV CLAIM			REASON CODE	A003			
CO-OP ADVERTISING ALLOWANCE							
CB3165R	3	08/28/05	-119.97	0.00	-119.97		
ADDITIONAL RTV DISCOUNT			REASON CODE	A011			
ALLOWANCE - RTV							
CB3165WH	3	08/28/05	-119.97	0.00	-119.97		
WAREHOUSE DISCOUNT			REASON CODE	A015			
ALLOWANCE - WAREHOUSE							
GROSS AMOUNT		DISCOUNT AMOUNT		NET AMOUNT		DATE OF CHECK	
CONTINUED						10/17/05	
						355175	
PLEASE PROVIDE CHECK #, VENDOR #, AND DOC.# WHEN WRITING OR CALL MERYVINS (763) 440-1092				*CODE 1 - INVOICE NO. 3 - DEBIT MEMO NO. 2 - CREDIT MEMO NO.			

VENDOR NAME GREAT WHITE BEAR LLC		VENDOR NO. 00066423		MERYVYN'S Hawthorne, CA 94541-2771	
DOCUMENT NUMBER	CODE	DOC. DATE	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
CB3192CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	08/25/05	-149.78	0.00	-149.78
CB3192R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV		08/25/05	REASON CODE -74.88	A003 0.00	-74.88
CB3192WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	08/25/05	REASON CODE -74.88	A011 0.00	-74.88
CB3194CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	08/25/05	REASON CODE -158.00	A015 0.00	-158.00
CB3194R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	08/25/05	REASON CODE -78.00	A003 0.00	-78.00
CB3194WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	08/25/05	REASON CODE -78.00	A011 0.00	-78.00
CB3197CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	09/01/05	REASON CODE -174.96	A015 0.00	-174.96
CB3197R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	09/01/05	REASON CODE -87.48	A003 0.00	-87.48
CB3197WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	09/01/05	REASON CODE -87.48	A011 0.00	-87.48
CB3198CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	09/01/05	REASON CODE -90.72	A015 0.00	-90.72
CB3198R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	09/01/05	REASON CODE -45.36	A003 0.00	-45.36
CB3198WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	09/01/05	REASON CODE -45.36	A011 0.00	-45.36
CB3199CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	09/01/05	REASON CODE -181.44	A015 0.00	-181.44
CB3199R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	09/01/05	REASON CODE -90.72	A003 0.00	-90.72
CB3199WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	09/01/05	REASON CODE -90.72	A011 0.00	-90.72
CB3200CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	09/05/05	REASON CODE -84.24	A015 0.00	-84.24
CB3200R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	09/05/05	REASON CODE -84.24	A003 0.00	-84.24
CB3200WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	09/05/05	REASON CODE -84.24	A011 0.00	-84.24
CB3201CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	09/05/05	REASON CODE -88.52	A015 0.00	-88.52
CB3201R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	09/05/05	REASON CODE -41.76	A003 0.00	-41.76
CB3201WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	09/05/05	REASON CODE -41.76	A011 0.00	-41.76
CB3202CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	09/01/05	REASON CODE -178.04	A015 0.00	-178.04
CB3202R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	09/01/05	REASON CODE -86.52	A003 0.00	-86.52
CB3202WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	09/01/05	REASON CODE -86.52	A011 0.00	-86.52
CB3203CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	09/01/05	REASON CODE -178.88	A015 0.00	-178.88
			REASON CODE A003		
GROSS AMOUNT		DISCOUNT AMOUNT		NET AMOUNT	
CONTINUED				DATE OF CHECK	CHECK NO.
				10/17/05	355175
PLEASE PROVIDE CHECK #, VENDOR #, AND DOC.# WHEN WRITING OR CALL MERYVYN'S (783) 440-1062			*CODE 1 - INVOICE NO. 3 - DEBIT MEMO NO. 2 - CREDIT MEMO NO.		

P. 01708

VENDOR NAME GREAT WHITE BEAR LLC		VENDOR NO. 000088423		MERYVYN'S Retail CASHIER 2771	
DOCUMENT NUMBER	CODE	DOC. DATE	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
CB3203R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	09/01/05	-89.28	0.00	-89.28
CB3203WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	09/01/05	-89.28	A011 0.00	-89.28
CB3205 COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	09/04/05	-41.76	A015 0.00	-41.76
CB3205CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	09/05/05	-152.64	A003 0.00	-152.64
CB3205R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	09/05/05	-76.32	A003 0.00	-76.32
CB3205R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	09/04/05	-20.88	A011 0.00	-20.88
CB3205WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	09/05/05	-76.32	A011 0.00	-76.32
CB3205WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	09/04/05	-20.88	A015 0.00	-20.88
CB3206CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	09/02/05	-135.72	A015 0.00	-135.72
CB3206R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	09/02/05	-67.68	A003 0.00	-67.68
CB3206WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	09/02/05	-67.68	A011 0.00	-67.68
CB3207CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	09/03/05	-90.48	A015 0.00	-90.48
CB3207R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	09/03/05	-45.24	A003 0.00	-45.24
CB3207WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	09/03/05	-45.24	A011 0.00	-45.24
CB3209CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	09/05/05	-48.96	A015 0.00	-48.96
CB3209R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	09/05/05	-24.48	A003 0.00	-24.48
CB3209WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	09/05/05	-24.48	A011 0.00	-24.48
CB3210CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	09/05/05	-95.04	A015 0.00	-95.04
CB3210R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	09/05/05	-47.52	A003 0.00	-47.52
CB3210WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	09/05/05	-47.52	A011 0.00	-47.52
CB3214CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	09/05/05	-24.00	A015 0.00	-24.00
CB3214R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	09/05/05	-12.00	A003 0.00	-12.00
CB3214WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	09/05/05	-12.00	A011 0.00	-12.00
CB3215CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	09/05/05	-67.00	A015 0.00	-67.00
CB3215R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	09/05/05	-28.50	A003 0.00	-28.50
			REASON CODE	A011	
GROSS AMOUNT		DISCOUNT AMOUNT		NET AMOUNT	
CONTINUED				DATE OF CHECK	CHECK NO.
				10/17/05	355175
PLEASE PROVIDE CHECK #, VENDOR #, AND DOC.#. WHEN WRITING OR CALL MERYVYN'S (763) 440-1082			*CODE 1 - INVOICE NO. 3 - DEBIT MEMO NO. 2 - CREDIT MEMO NO.		

VENDOR NAME GREAT WHITE BEAR LLC		VENDOR NO. 000086425		MERYVYN'S 1300 S. CA 94041-2771	
DOCUMENT NUMBER	CODE	DOC. DATE	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
CB3215WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	09/05/05	-28.50	0.00	-28.50
CB3218CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	09/05/05	-144.72	0.00	-144.72
CB3218R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	09/05/05	-72.96	0.00	-72.96
CB3218WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	09/05/05	-72.96	0.00	-72.96
CB3223CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	09/01/05	-28.08	0.00	-28.08
CB3223R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	09/01/05	-14.04	0.00	-14.04
CB3223WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	09/01/05	-14.04	0.00	-14.04
CB3226CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	09/05/05	-47.52	0.00	-47.52
CB3226R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	09/05/05	-23.76	0.00	-23.76
CB3226WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	09/05/05	-23.76	0.00	-23.76
CB3241CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	10/12/05	-177.12	0.00	-177.12
CB3241R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	10/12/05	-88.56	0.00	-88.56
CB3241WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	10/12/05	-88.56	0.00	-88.56
CB3244CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	10/12/05	-168.48	0.00	-168.48
CB3244R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	10/12/05	-84.24	0.00	-84.24
CB3244WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	10/12/05	-84.24	0.00	-84.24
CB3245CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	10/12/05	-481.68	0.00	-481.68
CB3245R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	10/12/05	-240.84	0.00	-240.84
CB3245WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	10/12/05	-240.84	0.00	-240.84
CB3248CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	10/17/05	-237.60	0.00	-237.60
CB3248R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	10/17/05	-118.80	0.00	-118.80
CB3248WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	10/17/05	-118.80	0.00	-118.80
CB3248CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	10/12/05	-401.76	0.00	-401.76
CB3248R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	10/12/05	-200.88	0.00	-200.88
CB3248WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	10/12/05	-200.88	0.00	-200.88
GROSS AMOUNT		DISCOUNT AMOUNT		NET AMOUNT	
CONTINUED				DATE OF CHECK	
				10/17/05	
				355175	
PLEASE PROVIDE CHECK #, VENDOR #, AND DOC.# WHEN WRITING OR CALL MERYVYN'S (783) 440-1082			*CODE 1 - INVOICE NO. 3 - DEBIT MEMO NO. 2 - CREDIT MEMO NO.		

P. 01710

DOCUMENT NUMBER		CODE	DOC. DATE	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
VENDOR NAME: GREAT WHITE BEAR LLC						
VENDOR NO. 000068423 MERYVYN'S						
MERYVYN'S 9551-2771						
CB3249CA	COOP CHALLENGE - OFF INV CLAIM	3	10/12/05	-288.36	0.00	-288.36
CB3249R	CO-OP ADVERTISING ALLOWANCE					
CB3249R	ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	10/12/05	-144.18	0.00	-144.18
CB3249WH	WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	10/12/05	-144.18	0.00	-144.18
CB3252CA	COOP CHALLENGE - OFF INV CLAIM	3	10/12/05	-255.96	0.00	-255.96
CB3252R	CO-OP ADVERTISING ALLOWANCE					
CB3252R	ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	10/12/05	-127.98	0.00	-127.98
CB3252WH	WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	10/12/05	-127.98	0.00	-127.98
CB3253CA	COOP CHALLENGE - OFF INV CLAIM	3	10/12/05	-337.98	0.00	-337.98
CB3253R	CO-OP ADVERTISING ALLOWANCE					
CB3253R	ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	10/12/05	-168.99	0.00	-168.99
CB3253WH	WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	10/12/05	-168.99	0.00	-168.99
CB3256CA	COOP CHALLENGE - OFF INV CLAIM	3	10/12/05	-203.82	0.00	-203.82
CB3256R	CO-OP ADVERTISING ALLOWANCE					
CB3256R	ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	10/12/05	-101.91	0.00	-101.91
CB3256WH	WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	10/12/05	-101.91	0.00	-101.91
CB3259CA	COOP CHALLENGE - OFF INV CLAIM	3	10/15/05	-229.62	0.00	-229.62
CB3259R	CO-OP ADVERTISING ALLOWANCE					
CB3259R	ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	10/15/05	-114.81	0.00	-114.81
CB3259WH	WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	10/15/05	-114.81	0.00	-114.81
CB3260CA	COOP CHALLENGE - OFF INV CLAIM	3	10/14/05	-141.90	0.00	-141.90
CB3260R	CO-OP ADVERTISING ALLOWANCE					
CB3260R	ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	10/14/05	-70.95	0.00	-70.95
CB3260WH	WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	10/14/05	-70.95	0.00	-70.95
CB3263CA	COOP CHALLENGE - OFF INV CLAIM	3	10/15/05	-82.88	0.00	-82.88
CB3263R	CO-OP ADVERTISING ALLOWANCE					
CB3263R	ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	10/15/05	-48.44	0.00	-48.44
CB3263WH	WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	10/15/05	-48.44	0.00	-48.44
CB3264CA	COOP CHALLENGE - OFF INV CLAIM	3	10/14/05	-58.76	0.00	-58.76
CB3264R	CO-OP ADVERTISING ALLOWANCE					
CB3264R	ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	10/14/05	-28.38	0.00	-28.38
CB3264WH	WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	10/14/05	-28.38	0.00	-28.38
TRM45757	Ready To Ship Weight Accuracy	3	08/18/03	-268.07	0.00	-268.07
GROSS AMOUNT				DISCOUNT AMOUNT		NET AMOUNT
CONTINUED				DATE OF CHECK		CHECK NO.
PLEASE PROVIDE CHECK #, VENDOR #, AND DOC. # WHEN WRITING OR CALL MERYVYN'S (763) 440-1082				10/17/05		355175
				CODE 1 - INVOICE NO. 3 - DEBIT MEMO NO.		
				2 - CREDIT MEMO NO.		

P 01711

7 OF 7.

P. 01712

ISH5120 PAID ITEM WORK SCREEN
 CUSTOMER: MERVCAH01 MERVYN'S LLC

DOC NO	CLIENT	TRAN	AMOUNT	ADJUSTMENT	--DISCOUNT--	DIFF:	XREF	NET AMOUNT
A 003205	01200	INV	2088.00		02			2088.00
B 003206	01200	INV	6786.00		02			6786.00
C 003207	01200	INV	4698.00		02			4698.00
003209	01200	INV	2160.00		02			2160.00
003210	01200	INV	4464.00		02			4464.00
F 003214	01200	INV	2100.00		02			2100.00
G 003215	01200	INV	4350.00		02			4350.00
H 003218	01200	INV	7236.00		02			7236.00
I 003223	01200	INV	1404.00		02			1404.00
J 003226	01200	INV	2376.00		02			2376.00
K 003241	01200	INV	8856.00		02			8856.00
L 003244	01200	INV	8424.00		02			8424.00
M 003245	01200	INV	24084.00		02			24084.00
N 003246	01200	INV	11880.00		02			11880.00
O 003248	01200	INV	20088.00		02			20088.00
P 003249	01200	INV	14418.00		02			14418.00
Q 003252	01200	INV	12798.00		02			12798.00
R 003253	01200	INV	16899.00		02			16899.00
PAGE TOTAL:			155,109.00					0.00

OPTION: AMT TR CLN XREF DT
 F1-RTRN F2-RSET F3-FWD F4-BKWD F5-REMIT F6-MTRX F7-O/I F8-FMT

P.01713.

ISHS120 PAID ITEM WORK SCREEN
 CUSTOMER: MERVCAH01 MERVYN'S LLC
 DOC NO CLIENT TRAN AMOUNT ADJUSTMENT --DISCOUNT-- DIFF: XREF NET AMOUNT

DOC NO	CLIENT TRAN	AMOUNT	ADJUSTMENT	--DISCOUNT--	DIFF:	XREF	NET AMOUNT
A 355175	01200	0.00					0.00
B 000000	01200 AC	311759.19-		3264.24			3264.24-
C 003159	01200 INV	6450.00				355175	311759.19-
D 003160	01200 INV	11868.00	02				6450.00
	003161	11610.00	02				11868.00
	003162	14061.00	02				11610.00
G 003163	01200 INV	8256.00	02				14061.00
H 003164	01200 INV	4128.00	02				8256.00
I 003166	01200 INV	11997.00	02				4128.00
J 003192	01200 INV	8640.00	02				11997.00
K 003194	01200 INV	7800.00	02				8640.00
L 003197	01200 INV	7920.00	02				7800.00
M 003198	01200 INV	4176.00	02				7920.00
N 003199	01200 INV	8352.00	02				4176.00
O 003200	01200 INV	7632.00	02				8352.00
P 003201	01200 INV	4320.00	02				7632.00
Q 003202	01200 INV	8928.00	02				4320.00
R 003203	01200 INV	8928.00	02				8928.00
PAGE TOTAL:		179,957.43-					8928.00

OPTION: AMT 000000000 TR CLN XREF DT
 F1-RTRN F2-RSET F3-FWD F4-BKWD F5-REMIT F6-MTRX F7-O/I F8-FMT

P01714

ISE5120 PAID ITEM WORK SCREEN
 CUSTOMER: MERVCAH01 MERVYN'S LLC

DOC NO	CLIENT	TRAN	AMOUNT	ADJUSTMENT	--DISCOUNT--	DIFF:	XREF	NET AMOUNT
A 003256	01200	INV	10191.00					0.00
B 003259	01200	INV	11481.00		02			10191.00
C 003260	01200	INV	7095.00		02			11481.00
D 003263	01200	INV	4644.00		02			7095.00
003264	01200	INV	2838.00		02			4644.00
355175	01200	AC	7632.00		02			2838.00
G 355175	01200	AC	3276.00					7632.00
H 355175	01200	CB	4146.00					3276.00
I 355175	01200	CB	21426.81					4146.00
J 355175	01200	CB	3264.24					21426.81

Duplicate Invoice #3205
Inv's Pd short
Deductions
Discount

PAGE TOTAL: 24,848.43
 OPTION: AMT 0000000000 TR CLN XREF DT
 F1-RTRN F2-RSET F3-FWD F4-BKWD F5-REMIT F6-MTRX F7-O/I F8-FMT

P. 01715

VENDOR NAME: GREAT WHITE BEAR LLC		VENDOR NO. 000068423		MERYVYN Berkeley, CA 94701-2771		
DOCUMENT NUMBER	CODE	DOC. DATE	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT	
CB3261R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	10/08/05	-38.12	0.00	-38.12	
CB3261WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	10/08/05	-38.12	0.00	-38.12	
CB3902401 TICKETING CHARGEBACK	3	11/22/05	-383.20	0.00	-383.20	
CB3902402 TICKETING CHARGEBACK	3	11/23/05	-335.00	0.00	-335.00	
CB4008072 TICKETING CHARGEBACK	3	12/14/05	-1484.80	0.00	-1484.80	
CB570 Ref: 351, loc 998	3	12/20/05	-14177.65	0.00	-14177.65	
CB576 Ref: 351, loc 998	3	01/17/06	-8863.97	0.00	-8863.97	
CB61846621 TICKETING CHARGEBACK	3	11/22/05	-425.80	0.00	-425.80	
CB733 Ref: 351, loc 997	3	12/22/05	-5741.79	0.00	-5741.79	
CB734 Ref: 351, loc 997	3	12/22/05	-2119.29	0.00	-2119.29	
CB742 Ref: 351, loc 997	3	01/15/06	-20053.33	0.00	-20053.33	
CB9149091 EDI-ASN CHARGEBACK	3	12/12/05	-308.00	0.00	-308.00	
CBV10006808 perm mark dwn, D962/c188	3	11/15/05	-130000.00	0.00	-130000.00	
GLMAUG2005 GROSS LEVEL MATCH CLAIM	3	01/11/06	-87.00	0.00	-87.00	
GLMJUL2005 GROSS LEVEL MATCH CLAIM	3	01/05/06	-63.00	0.00	-63.00	
TRMS0743 Unauthorized Ground Carrier	3	12/28/05	-409.89	0.00	-409.89	
TRMS1078 Accessorial Charges	3	01/03/06	-24.49	0.00	-24.49	
TRMS1180 Unauthorized Ground Carrier	3	01/09/06	-191.73	0.00	-191.73	
TRMS1489 Ready To Ship Weight Accuracy	3	01/17/06	-90.00	0.00	-90.00	
TRMS1490 Weight Accuracy	3	01/17/06	-68.70	0.00	-68.70	
VC010006862 EDN 896 LATE	3	01/07/06	-150.00	0.00	-150.00	
VC120011102 PO Fill Rate-Original	3	12/17/05	-244.86	0.00	-244.86	
VC120011126 PO Fill Rate-Original	3	12/17/05	-224.84	0.00	-224.84	
VC120011473 EDN 896 NEVER ARRIVED	3	12/24/05	-150.00	0.00	-150.00	
VC120011678 EDN 896 NEVER ARRIVED	3	12/24/05	-150.00	0.00	-150.00	
VC120011804 EDN 896 NEVER ARRIVED	3	12/31/05	-248.40	0.00	-248.40	
VC120011806 EDN 896 LATE	3	12/31/05	-1086.75	0.00	-1086.75	
VC120011802	3	12/31/05	-150.00	0.00	-150.00	
GROSS AMOUNT			DISCOUNT AMOUNT		NET AMOUNT	
CONTINUED					DATE OF CHECK	CHECK NO.
PLEASE PROVIDE CHECK #, VENDOR #, AND DOC.# WHEN WRITING OR CALL MERYVYN'S (768) 440-1082					01/30/06	367440
					*CODE 1 - INVOICE NO. 3 - DEBIT MEMO NO. 2 - CREDIT MEMO NO.	

P.01704

P 03705

VENDOR NAME GREAT WHITE BEAR LLC		VENDOR NO. 00008423		MERYNN'S Hartford, CA 92411-2771	
DOCUMENT NUMBER	CODE	DOC. DATE	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
CB050088WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	01/19/06	-108.78	0.00	-108.78
CB050088CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	12/22/05	-281.94	0.00	-281.94
CB050088R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	12/22/05	-140.97	0.00	-140.97
CB050089WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	12/22/05	-140.97	0.00	-140.97
CB050089CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	12/17/05	-173.16	0.00	-173.16
CB050089R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	12/17/05	-86.58	0.00	-86.58
CB050090WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	12/17/05	-86.58	0.00	-86.58
CB050090CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	12/18/05	-1078.80	0.00	-1078.80
CB050090R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	12/18/05	-539.40	0.00	-539.40
CB050093WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	12/18/05	-539.40	0.00	-539.40
CB050094CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	12/17/05	-431.81	0.00	-431.81
CB050094R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	12/17/05	-215.90	0.00	-215.90
CB050094WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	12/17/05	-215.90	0.00	-215.90
CB050177CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	01/21/06	-99.88	0.00	-99.88
CB050177R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	01/21/06	-49.88	0.00	-49.88
CB050177WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	01/21/06	-49.88	0.00	-49.88
CB050178CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	01/22/06	-367.63	0.00	-367.63
CB050178R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	01/22/06	-183.82	0.00	-183.82
CB050178WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	01/22/06	-183.82	0.00	-183.82
CB050179CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	01/20/06	-434.70	0.00	-434.70
CB050179R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	01/20/06	-217.35	0.00	-217.35
CB050179WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	01/20/06	-217.35	0.00	-217.35
CB2230 Nov wk2 tab pg14 D962/c88 Incremental Co-op Projects	3	01/23/06	-19300.00	0.00	-19300.00
CB3205CA2 MISSED CO-OP ALLOWANCE VARIAN CO-OP ADVERTISING ALLOWANCE	3	09/04/05	-110.88	0.00	-110.88
CB2251CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	10/08/05	-72.24	0.00	-72.24
GROSS AMOUNT		DISCOUNT AMOUNT		NET AMOUNT	
CONTINUED				01/30/06	
				357440	
PLEASE PROVIDE CHECK #, VENDOR #, AND DOC.# WHEN WRITING OR CALL MERYNN'S (763) 440-1062			*CODE 1 - INVOICE NO. 3 - DEBIT MEMO NO. 2 - CREDIT MEMO NO.		

P. 01703

FEB 06 2006

MER/CAHO.1-1200

THE FACE OF THE CHECK MUST BE A COLORED BACKGROUND ON WHITE PAPER. THE BACK OF THE CHECK MUST BE A COLORED BACKGROUND ON WHITE PAPER. THE CHECK MUST BE A COLORED BACKGROUND ON WHITE PAPER.

Mer/CAHO.1-1200

DATE: FEB 06 2006

AMOUNT: 33,338.75

ISSUED BY: ISRAELI DISCOUNT BANK
ORDER: GREAT WHITE BEAR LLC
NEW YORK, NY 10018

⑈0000367440⑈ ⑈092904554⑈ ⑈50080682720⑈

CR/18
10,965.00
3,612.00
CB
42,829.70
3050.57
45,523.34
4,657.13
158,098.70
3157.20
AC
8073.00
O/P
in inv. #
50178
50179

52032A MC-1031 REV. 5/02

VENDOR NAME: GREAT WHITE BEAR LLC VENDOR NO. 000066423

DOCUMENT NUMBER	CODE	DOC. DATE	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
050088	1	11/09/05	10878.00		10878.00
050089	1	11/09/05	14097.00	0.00	14097.00
050090	1	11/09/05	8658.00	0.00	8658.00
050093	1	11/09/05	53940.00	0.00	53940.00
050094	1	11/09/05	21590.50	0.00	21590.50
050095A	1	11/23/05	4147.20	0.00	4147.20
050095C	1	11/23/05	3110.40	0.00	3110.40
050095D	1	12/08/05	9792.00	0.00	9792.00
050095E	1	11/23/05	5184.00	0.00	5184.00
050095F	1	12/08/05	18614.40	0.00	18614.40
050095G	1	11/23/05	15897.60	0.00	15897.60
050095H	1	12/08/05	4483.20	0.00	4483.20
050095I	1	12/08/05	4028.40	0.00	4028.40
050178	1	12/08/05	12873.60	0.00	12873.60
POD-POS - Inv-cost only	1	11/23/05	869.40	0.00	869.40
85817Z	1	11/23/05	REASON CODE	A110	
85817B	1	11/23/05	4968.00	0.00	4968.00
858179	1	11/23/05	18361.60	0.00	18361.60
3185	1	11/23/05	21735.00	0.00	21735.00
POD-POS - Inv-cost only	1	07/20/05	10865.00	0.00	10865.00
3261	1		REASON CODE	A110	
CB050088CA	3	08/01/05	3612.00	0.00	3612.00
COOP CHALLENGE - OFF INV CLAIM	3	01/19/06	-217.56	0.00	-217.56
CO-OP ADVERTISING ALLOWANCE	3	01/19/06	REASON CODE	A003	
CB050088R	3	01/19/06	-108.78	0.00	-108.78
ADDITIONAL RTV DISCOUNT			REASON CODE	A011	
ALLOWANCE - RTV					
GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT	DATE OF CHECK	CHECK NO.	
CONTINUED			01/30/06	367440	

PLEASE PROVIDE CHECK #, VENDOR #, AND DOC.#
WHEN WRITING OR CALL MERVYN'S (763) 440-1062

*CODE 1 - INVOICE NO. 3 - DEBIT MEMO NO.
2 - CREDIT MEMO NO.

THIS STUB MUST BE
REMOVED BEFORE CASHING

P.01702

A/P#763 440 1062 HAYWARD, CA 94541

NOTES: CONT. RACHEL BURG

FL: HP: TR: GV

NEXT:

1200 GREAT WHITE BEAR LLC

AC	PR	STR	TRN	IN-DATE	--DUE--	INV-NO	---AMOUNT---	R D	D-DT	-----TERMS-----
				CAS 11/23/05	12/23/05	050170	9,849.60			0200030
				CAS 11/23/05	12/23/05	050165	1,047.60			0200030
				CAS 11/23/05	12/23/05	050164	1,047.60			0200030
				CAS 11/23/05	12/23/05	050163	4,502.40			0200030
				CAS 11/23/05	12/23/05	050169	10,238.40			0200030
				CAS 11/23/05	12/23/05	050168	3,240.00			0200030
				CAS 11/23/05	12/23/05	050167	5,065.20			0200030
				CAS 11/23/05	12/23/05	050166	4,417.20			0200030
				CAS 11/23/05	12/23/05	050162	4,041.60			0200030
				CAS 11/09/05	12/19/05	050091	26,862.00			0200 ROG 030
				CAS 11/23/05	12/23/05	050161	816.00			0200030
				CAS 11/23/05	12/23/05	050160	931.20			0200030
				CAS 11/09/05	12/19/05	050092	10,212.00			0200 ROG 030
				CAS 09/15/05	10/25/05	003363	17,400.00			0200 ROG 030
				CAS 09/15/05	10/25/05	003413	15,660.00			0200 ROG 030
				CAS 09/15/05	10/25/05	003366	24,708.00			0200 ROG 030
				CAS 09/15/05	10/25/05	003364	10,614.00			0200 ROG 030
				CAS 09/15/05	10/25/05	003365	22,098.00			0200 ROG 030
				BCK 09/19/05	09/19/05	000000	2,899.20			010
				NRP 08/09/05	08/09/05	000000	1,494.12-			NRAP
				NRP 08/11/05	08/11/05	000000	2,388.21-			NRAP
				NRP 08/29/05	08/29/05	000000	1,308.66-			NRAP
				NRP 10/03/05	10/03/05	000000	758.16-			NRAP
				NRP 10/18/05	10/18/05	000000	987.15-			NRAP
				NRP 10/24/05	10/24/05	000000	250.56-			NRAP
				NRP 11/22/05	11/22/05	000000	4.86-			NRAP
032	A/C	05/03/06	05/03/06	000000			11,080.32-			A/C
200	A/C	05/03/06	05/03/06	000000			1,152.00-			A/C
474	A/C	05/03/06	05/03/06	000000			4,860.00-			A/C
300	A/C	05/03/06	05/03/06	000000			8,073.00-			A/C
200	A/C	05/09/06	05/09/06	000000			7,632.00-			A/C #3205

*APPLY CASH AND C/B
BALANCE*

CB #134

P. 01698

IDB FACTORS

CLIENT DAILY CASH REPORT

IDBCRD001

02/06/06

PAGE 1

CLIENT: 1200 GREAT WHITE BEAR LLC

CHK. DATE	CHK NO. S	CHK AMOUNT	ITEM NBR	ITEM AMOUNT	TRAN	REF
FAMOMOS01	FAMOUS BARR A/P DEPT					
1/27/06	848735	8,280.00		720.00	C/B DISC./ANTICIP. DIF	
1/27/06	848735		003217	9,000.00		
MERVCAH01	MERVYN'S LLC					
1/30/06	367440	33,338.75	000000	- 8,073.00-	A/C 50178,	
1/30/06	367440			45,523.34	C/R RETURNED MERCHANDI	
1/30/06	367440			4,657.13	C/B SHIPPING CHARGES	
1/30/06	367440			42,829.20	C/B SHORTAGE	
1/30/06	367440			3,050.52	C/B ALLOWANCE	
1/30/06	367440			3,157.20	C/B DISC./ANTICIP. DIF	
1/30/06	367440			3,612.00-	C/B PREVIOUS CHARGEBAC	
1/30/06	367440			158,098.36	C/B SEE ATTACHED	
1/30/06	367440			10,965.00-	C/B PREVIOUS CHARGEBAC	
1/30/06	367440		050088	10,878.00		
1/30/06	367440		050089	14,097.00		
1/30/06	367440		050090	8,658.00		
1/30/06	367440		050093	53,940.00		
1/30/06	367440		050094	21,590.50		
1/30/06	367440		050095	69,120.00		
1/30/06	367440		050096	51,840.00		
1/30/06	367440		050176	869.40		
1/30/06	367440		050177	4,968.00		
1/30/06	367440		050178	14,655.60		
1/30/06	367440		050179	17,388.00		
02/06/06 TOTAL:		41,618.75	C/B TOTAL:	243,458.75	A/C TOTAL:	8,073.00-

P. 01699

IDB FACTORS

CLIENT DAILY CASH REPORT

IDBCRD001

05/16/06

PAGE 1

CLIENT: 1200 GREAT WHITE BEAR LLC

CHK. DATE	CHK NO.	S	CHK AMOUNT	ITEM NBR	ITEM AMOUNT	TRAN	REF
MERVCAH01	MERYYN'S LLC						
8/22/05	348842	S			134,436.97		C/B SEE ATTACHED
8/22/05	348842	S			5,516.51		DISCOUNT ALLOWED
8/22/05	348842			000000	4,860.00-		
8/22/05	348842			000000	8,073.00-		
8/22/05	348842			000000	7,632.00-		
8/22/05	348842			000000	1,152.00-		#3205
8/22/05	348842			000000	11,080.32-		
8/22/05	348842			003363	17,400.00		
8/22/05	348842			003364	10,614.00		
8/22/05	348842			003365	22,098.00		
8/22/05	348842			003366	24,708.00		
8/22/05	348842			003413	15,660.00		
8/22/05	348842			050091	26,862.00		
8/22/05	348842			050092	10,212.00		
8/22/05	348842			050160	931.20		
8/22/05	348842			050161	816.00		
8/22/05	348842			050162	4,041.60		
8/22/05	348842			050163	4,502.40		
8/22/05	348842			050164	1,047.60		
8/22/05	348842			050165	1,047.60		
8/22/05	348842			050166	4,417.20		
8/22/05	348842			050167	5,065.20		
8/22/05	348842			050168	3,240.00		
8/22/05	348842			050169	10,238.40		
8/22/05	348842			050170	9,849.60		
PARIMSJ01	PARISIAN						
5/10/06	569632		1,283.40	000000	1,283.40-	A/C	56963F
05/16/06 TOTAL:			1,283.40		C/B TOTAL: 134,436.97	A/C TOTAL:	1,283.40-

P. 01696

07200
MRAVC9401

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND. ON THE REVERSE OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK. HOLD AT AN ANGLE TO VIEW.

mervyn's
24 Hour Banking
1-800-206-6666

CHECK NO. 358122

DATE 02/13/06

PAY THREE THOUSAND ONE HUNDRED ELEVEN AND 82/100 \$3,111.82

TO THE ORDER OF ISRAELI DISCOUNT BANK
GREAT WHITE BEAR LLC
IBB FACTORS
350 FIFTH AVE SUITE 2001
NEW YORK, NY 10118-2091

THIS CHECK IS VOID IF NOT CASHED WITHIN 90 DAYS
MERVYN'S

⑈0000368172⑈ ⑆092904554⑆ 150080682720⑈

VENDOR NAME GREAT WHITE BEAR LLC		VENDOR NO. 000065423		1 OF 2	
DOCUMENT NUMBER	CODE	DOC. DATE	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
050005B	3	12/08/05	7862.40	0.00	7862.40
050005B2	3	12/08/05	1152.00	0.00	1152.00
050005B2CA	3	01/11/06	82.94	0.00	82.94
COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	01/11/06	41.47	0.00	41.47
050005B2AR	3	01/11/06	41.47	0.00	41.47
ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	01/11/06	41.47	0.00	41.47
050005B2AWH	3	01/11/06	41.47	0.00	41.47
WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	12/28/05	32.21	0.00	32.21
050005B2CA	3	12/28/05	31.10	0.00	31.10
COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	12/28/05	31.10	0.00	31.10
050005B2CH	3	01/12/06	195.84	0.00	195.84
ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	01/12/06	97.92	0.00	97.92
050005B2CVH	3	01/12/06	97.92	0.00	97.92
WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3				
050005B2CA	3				
COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3				
050005B2DR	3				
ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3				
GROSS AMOUNT			1152.00		
DISCOUNT AMOUNT			0.00		
NET AMOUNT			1152.00		
DATE OF CHECK			02/13/06		
CONTINUED					
PLEASE PROVIDE CHECK #, VENDOR #, AND DOC.# WHEN WRITING OR CALL MERVYN'S (763) 440-1082			CODE 1 - INVOICE NO. 3 - DEBIT MEMO NO. 2 - CREDIT MEMO NO.		

P01887

VENDOR NAME GREAT WHITE BEAR LLC		VENDOR NO. 000056423		MERYVYN'S NORFOLK, VA 23511-2771	
DOCUMENT NUMBER	CODE	DOC. DATE	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
CB05009SDWH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	01/12/06	-97.92	0.00	-97.92
CB05009SECA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	12/25/05	-103.68	0.00	-103.68
CB05009SEH ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	12/25/05	-61.84	0.00	-61.84
CB05009SEWH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	12/25/05	-61.84	0.00	-61.84
CB05009SGCA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	01/14/06	-372.29	0.00	-372.29
CB05009SFR ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	01/14/06	-186.14	0.00	-186.14
CB05009SFWH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	01/14/06	-186.14	0.00	-186.14
CB05009SGCA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	01/13/06	-517.95	0.00	-517.95
CB05009SGR ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	01/13/06	-158.96	0.00	-158.96
CB05009SGWH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	01/13/06	-158.96	0.00	-158.96
CB05009SHCA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	01/13/06	-99.89	0.00	-99.89
CB05009SHR ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	01/13/06	-44.83	0.00	-44.83
CB05009SHWH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	01/13/06	-44.83	0.00	-44.83
CB05009SACA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	01/19/06	-80.57	0.00	-80.57
CB05009SAR ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	01/19/06	-40.28	0.00	-40.28
CB05009SAWH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	01/19/06	-40.28	0.00	-40.28
CB05009SBGA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	01/19/06	-257.47	0.00	-257.47
CB05009SBR ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	01/19/06	-128.74	0.00	-128.74
CB05009SBWH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	01/19/06	-128.74	0.00	-128.74
CB050176CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	12/23/05	-17.99	0.00	-17.99
CB050176R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	12/23/05	-8.69	0.00	-8.69
CB050176WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	12/23/05	-8.69	0.00	-8.69
CB05168CA COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE	3	08/19/05	-219.90	0.00	-219.90
CB05168R ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV	3	08/19/05	-109.65	0.00	-109.65
CB05168WH WAREHOUSE DISCOUNT ALLOWANCE - WAREHOUSE	3	08/19/05	-109.65	0.00	-109.65
GROSS AMOUNT		DISCOUNT AMOUNT		NET AMOUNT	
3111.82		0.00		3111.82	
				DATE OF CHECK	CHECK NO.
				02/13/06	368172
PLEASE PROVIDE CHECK #, VENDOR #, AND DOC.# WHEN WRITING OR CALL MERYVYN'S (769) 440-1062			*CODE 1 - INVOICE NO. 3 - DEBIT MEMO NO. 2 - CREDIT MEMO NO.		

P. 01688

VENDOR NAME	INVOICE NUMBER	RS CD	DV	DATE	PURCHASE ORDER NO.	INVOICE COST	NET COST
R&F MARKETING	0011259 ✓ 0011293		T	06/24/05	70798759	2,370.75	2,370.75
Total for vendor 488 - R&F MARKETING			T	07/08/05	70781438	2,625.00	2,625.00
SOHO FASHION LTD	36274 ✓ CB0098646 ✓		T	06/30/05	60814233		4,995.75
Total for vendor 12393 - SOHO FASHION LTD		14	T	09/12/05	60814235	9,000.00	9,000.00
CONCEPTS FRAMES	1562577 ✓ 1562581 ✓ 1562583 ✓		M	07/06/05	06524874	-1,080.00	-1,080.00
Total for vendor 12859 - CONCEPTS FRAMES			T	07/07/05	60290441	7,920.00	7,920.00
GREAT WHITE BEAR LLC	20496 ✓		T	07/07/05	80290411	4,081.20	4,081.20
Total for vendor 13157 - GREAT WHITE BEAR LLC			T	07/07/05	80290411	1,554.00	1,554.00
LEPA LLC	017		M	06/20/05	08350837	1,767.80	1,767.80
Total for vendor 24976 - LERA LLC			T	07/01/05	30521277	936.00	7,402.80
						9,900.00	9,900.00
						9,900.00	9,900.00

*****LEGEND FOR TRANSACTION CODES*****

Transaction Codes	Deduction Reasons
Division:	10 - FREIGHT
T - T.J. Maxx	11 - MERCHANDISE RETURN
M - Marshalls	12 - PRICE DIFFERENCE
	13 - CONCEALED SHORTAGE
	14 - PO COST CHANGE
	15 - OVER / SHORT MOSE STYLES
	16 - COMPLETE NON-RECEIPT
	17 - POOR QUALITY GOODS
	18 - COMPLETE NON-RECEIPT
	19 - OTHER
	20 - OTHER
	21 - CREDIT MEMO

Check No.	Date	Pay Vendor	Vendor Name	Total Amount
421005	08/14/05	3334	IDB FACTORS	31,154.55

FEB 28 2006

MERVCAHD1 1200

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND AND THE BACK OF THIS DOCUMENT CONTAINS AN INTRUSION WATER MARK. HOLD AT AN ANGLE TO THE LIGHT.

mervyn's
241 Broadway
New York, NY 10007-1000

ISSUANCE DATE: 02/28/06
ISSUANCE TIME: 14:00:00

DATE: 02/28/06

AMOUNT: *12,792.67

TO THE ORDER OF: ISRAELI DISCOUNT BANK
GREAT WHITE BEAR LLC
1881 FACTORS
580 BFT 14 AVE SUITE 2001
NEW YORK, NY 10118-2091

THIS CHECK IS VOID IF NOT CASTED WITHIN SECONDS

MERVYNS

"0000368533" :092904554: 150080682720"

12/388.80
1299.40
157.25
732.28

S2032A MC-1031 REV. 5/05

VENDOR NAME: GREAT WHITE BEAR LLC VENDOR NO. 000066423 1 OF 2

DOCUMENT NUMBER	CODE	DOC. DATE	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
0500950	1	12/30/05	1293.40	0.00	1293.40
0500950	1	12/30/05	12388.80	0.00	12388.80
CB050095BCA	3	01/14/06	-157.25	0.00	-157.25
COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE CB050095BR	3	01/14/06	REASON CODE -78.62	A003 0.00	-78.62
ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV CB050095BWH	3	01/14/06	REASON CODE -78.62	A011 0.00	-78.62
WAREHOUSE DISCOUNT ALLOWANCE WAREHOUSE CB050095CCA	3	02/16/06	REASON CODE -25.87	A015 0.00	-25.87
COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE CB050095CH	3	02/16/06	REASON CODE -12.93	A003 0.00	-12.93
ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV CB050095CWH	3	02/16/06	REASON CODE -12.93	A011 0.00	-12.93
WAREHOUSE DISCOUNT ALLOWANCE WAREHOUSE CB050095CCA	3	02/16/06	REASON CODE -247.78	A015 0.00	-247.78
COOP CHALLENGE - OFF INV CLAIM CO-OP ADVERTISING ALLOWANCE CB050095FR	3	02/16/06	REASON CODE -123.89	A003 0.00	-123.89
ADDITIONAL RTV DISCOUNT ALLOWANCE - RTV CB050095FWH	3	02/16/06	REASON CODE -123.89	A011 0.00	-123.89
WAREHOUSE DISCOUNT	3	02/16/06			
GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT	DATE OF CHECK	CHECK NO.	
CONTINUED			02/20/06	368533	

PLEASE PROVIDE CHECK #, VENDOR #, AND DOC # WHEN WRITING OR CALL MERVYN'S (763) 440-1062

COBE 1 - INVOICE NO. 3 - DEBIT MEMO NO.
2 - CREDIT MEMO NO.

P. 01670

IDB FACTORS

CLIENT DAILY CASH REPORT

IDBCRD001

05/03/06

PAGE 1

CLIENT: 1200 GREAT WHITE BEAR LLC

CHK. DATE	CHK NO. S	CHK AMOUNT	ITEM NBR	ITEM AMOUNT	TRAN	REF
MARSMF01 4/27/06	MARSHALLS 469676		050398	18,480.00		
4ERVCAH01 10/25/05	MERVYN'S LLC 355175		000000	1,152.00-	A/C	
10/25/05	355175		000000	6,423.20-	A/C	355175
10/25/05	355175		000000	11,080.32-	A/C	
10/25/05	355175		000000	4,860.00-	A/C	
10/25/05	355175		000000	8,073.00-	A/C	
10/25/05	355175		000000	141,162.28-	C/B	PREVIOUS CHARGEBACK
10/25/05	355175		000000	172,750.80	S/P	
J MAF01 4/27/06	TJ MAXX 469676	S 3,696.00	050414	3,696.00		
05/03/06 TOTAL:		22,176.00	C/B TOTAL:	141,162.28-	A/C TOTAL:	31,588.52-

Clayton Pennington

P. 01671

IDB FACTORS

CLIENT DAILY CASH REPORT

IDBCRD001

05/02/06

PAGE 1

CLIENT: 1200 GREAT WHITE BEAR LLC

CHK. DATE	CHK NO. S	CHK AMOUNT	ITEM NBR	ITEM AMOUNT	TRAN	REF
ERVCAH01	MERYYN'S LLC					
10/25/05	355175			141,162.28	C/B	SEE ATTACHED
0/25/05	355175		000000	4,860.00-		3224,
0/25/05	355175		000000	8,073.00-		50178,
0/25/05	355175		000000	1,152.00-		#3190
0/25/05	355175		000000	6,423.20-		355175
0/25/05	355175		000000	11,080.32-		3412,5
0/25/05	355175		003363	17,400.00		
0/25/05	355175		003364	10,614.00		
0/25/05	355175		003365	22,098.00		
0/25/05	355175		003366	24,708.00		
0/25/05	355175		003413	15,660.00		
0/25/05	355175		050091	26,862.00		
0/25/05	355175		050092	10,212.00		
0/25/05	355175		050160	931.20		
0/25/05	355175		050161	816.00		
0/25/05	355175		050162	4,041.60		
0/25/05	355175		050163	4,502.40		
0/25/05	355175		050164	1,047.60		
0/25/05	355175		050165	1,047.60		
0/25/05	355175		050166	4,417.20		
0/25/05	355175		050167	5,065.20		
0/25/05	355175		050168	3,240.00		
0/25/05	355175		050169	10,238.40		
0/25/05	355175		050170	9,849.60		

15/02/06 TOTAL: .00 C/B TOTAL: 141,162.28 A/C TOTAL: .00

P. 01672

DB Factors

==>ICO017: NO PRIOR PAGE

PAGE 0001 OF 3

) MERVCAH01 MERVYN'S LLC

LP: 04-28-06 9,670

€ 140 5249 22301 FOOTHILL BLVD

CLP: 03-28-06 10,156

/r#763 440 1062 HAYWARD, CA 94541

FL: HP: TR: GV

OTES: CONT. RACHEL BURG

NEXT:

200 GREAT WHITE BEAR LLC-----

AC	PR	STR	TRN	IN-DATE	--DUE--	INV-NO	---AMOUNT---	R	D	D-DT	-----TERMS-----
				BCK 09/19/05	09/19/05	000000	2,899.20				010
				NRP 08/09/05	08/09/05	000000	1,494.12-				NRAP
				NRP 08/11/05	08/11/05	000000	2,388.21-				NRAP
				NRP 08/29/05	08/29/05	000000	1,308.66-				NRAP
200	A/C			08/29/05	08/29/05	000000	1,152.00-				A/C #3190
				NRP 10/03/05	10/03/05	000000	758.16-				NRAP
				NRP 10/18/05	10/18/05	000000	987.15-				NRAP
				NRP 10/24/05	10/24/05	000000	250.56-				NRAP
175	A/C			10/25/05	10/25/05	000000	6,423.20-				A/C 355175
D7				INV 09/15/05	10/25/05	003363	17,400.00	D	11/30	0100	ROG 030
D7				INV 09/15/05	10/25/05	003364	10,614.00	D	11/30	0100	ROG 030
D7				INV 09/15/05	10/25/05	003365	22,098.00	D	11/30	0100	ROG 030
D7				INV 09/15/05	10/25/05	003366	24,708.00	D	11/30	0100	ROG 030
D7				INV 09/15/05	10/25/05	003413	15,660.00	D	12/27	0100	ROG 030

F/U	REF A	FUTURE	TOTL-DR	TOTL-OWING	CURRENT	1-30	31-60	61-90	90+
042806		00	00	136869.76	38780-	00	00	00	175650

/2/2006 3:48 PM .. M. THURTON

CB 141, 162.28

Per mile + myrna

5/2/06

P. 01673

====>IC0010: MORE PAGES

() MERVCAH01 MERVYN'S LLC
 700 440 5249 22301 FOOTHILL BLVD
 A. 763 440 1062 HAYWARD, CA 94541

PAGE 0002 OF 3
 LP: 04-28-06 9,670
 CLP: 03-28-06 10,156
 FL: HP: TR: GV
 NEXT:

NOTES: CONT. RACHEL BURG
1200 GREAT WHITE BEAR LLC

AC	PR	STR	TRN	IN-DATE	--DUE--	INV-NO	--AMOUNT--	R	D	D-DT	TERMS
				582 A/C	11/04/05	11/04/05	000000	4,860.00-			A/C 3224,
				NRP	11/22/05	11/22/05	000000	4.86-			NRAP
D7				INV	11/09/05	12/19/05	050091	26,862.00	D	01/10	0200 ROG 030
D7				INV	11/09/05	12/19/05	050092	10,212.00	D	01/10	0200 ROG 030
D7				INV	11/23/05	12/23/05	050160	931.20	D	01/10	0200030
D7				INV	11/23/05	12/23/05	050161	816.00	D	01/10	0200030
D7				INV	11/23/05	12/23/05	050162	4,041.60	D	01/10	0200030
D7				INV	11/23/05	12/23/05	050163	4,502.40	D	01/10	0200030
D7				INV	11/23/05	12/23/05	050164	1,047.60	D	01/10	0200030
D7				INV	11/23/05	12/23/05	050165	1,047.60	D	01/10	0200030
D7				INV	11/23/05	12/23/05	050166	4,417.20	D	01/10	0200030
D7				INV	11/23/05	12/23/05	050167	5,065.20	D	01/10	0200030
D7				INV	11/23/05	12/23/05	050168	3,240.00	D	01/10	0200030
D7				INV	11/23/05	12/23/05	050169	10,238.40	D	01/10	0200030

F/U REF A FUTURE TOTL-DR TOTL-OWING CURRENT 1-30 31-60 61-90 90+
 042806 00 00 136869.76 38780- 00 00 00 175650

5/2/2006 3:48 PM .. M. THURTON

P 01674

IDB factors

==>IC0011: LAST PAGE

() MERVCAH01 MERVYN'S LLC
 7 440 5249 22301 FOOTHILL BLVD
 A, 763 440 1062 HAYWARD, CA 94541

PAGE 0003 OF 3
 LP: 04-28-06 9,670
 CLP: 03-28-06 10,156
 FL: HP: TR: GV
 NEXT:

NOTES: CONT. RACHEL BURG

1200 GREAT WHITE BEAR LLC-----

AC	PR	STR	TRN	IN-DATE	--DUE--	INV-NO	--AMOUNT--	R	D	D-DT	-----TERMS-----
D7				INV 11/23/05	12/23/05	050170	9,849.60			D 01/10	0200030
				032 A/C 12/28/05	12/28/05	000000	11,080.32-				A/C 3412,5
				300 A/C 02/06/06	02/06/06	000000	8,073.00-				A/C 50178,

F/U	REF A	FUTURE	TOTL-DR	TOTL-OWING	CURRENT	1-30	31-60	61-90	90+
042806		00	00	136869.76	38780-	00	00	00	175650

5/2/2006 3:48 PM .. M. THURTON

P. 01675

IDB FACTORS

CLIENT DAILY CASH REPORT

IDBCRD001

02/22/06

PAGE 1

CLIENT: 1200 GREAT WHITE BEAR LLC

CHK. DATE	CHK NO.	S	CHK AMOUNT	ITEM NBR	ITEM AMOUNT	TRAN	REF
CARSHIM01 2/15/06	CARSON PIRIE SCOTT C 558276		3,500.00-		3,500.00	C/B ALLOWANCE	
MARSHAF01 9/14/05 9/14/05	MARSHALLS 421005 421005			000000	936.00- 936.00-	C/B NON FACTORED ITEM #20496	
MERVCAH01 2/13/06	MERVYN'S LLC 368172		3,111.82		3,111.82-	C/B PREVIOUS CHARGEBAI	
PARIMSJ01 2/15/06 2/15/06 2/15/06	PARISIAN 558276 558276 558276	S	21,230.00		7,000.00 28,000.00- 230.00-	C/B ALLOWANCE C/B SEE ATTACHED C/B PREVIOUS CHARGEBAI	
C 02/22/06 TOTAL:			20,841.82	C/B TOTAL:	21,777.82-	A/C TOTAL:	.00

P 01676

IDB FACTORS

CLIENT DAILY CASH REPORT

IDBCRD001

05/09/06

PAGE 2

CLIENT: 1200 GREAT WHITE BEAR LLC

<u>CHK. DATE</u>	<u>CHK NO.</u>	<u>S</u>	<u>CHK AMOUNT</u>	<u>ITEM NBR</u>	<u>ITEM AMOUNT</u>	<u>TRAN</u>	<u>REF</u>
05/09/06	TOTAL:		.00	C/B TOTAL:	19,032.57	A/C TOTAL:	7,632.00-

P. 01659

52032A MC-1031 REV. 3/

VENDOR NAME: GREAT WHITE BEAR LLC VENDOR NO: 060068423

1 OF 7

DOCUMENT NUMBER	CODE	DOC. DATE	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
3159	1	07/20/05	6450.00	0.00	6450.00
3160	1	07/20/05	11868.00	0.00	11868.00
3161	1	07/20/05	11610.00	0.00	11610.00
3162	1	07/20/05	14061.00	0.00	14061.00
3163	1	07/20/05	8256.00	0.00	8256.00
3164	1	07/20/05	4128.00	0.00	4128.00
3165	1	07/20/05	11997.00	0.00	11997.00
3192	1	07/20/05	7488.00	0.00	7488.00
3194	1	07/20/05	7800.00	0.00	7800.00
3197	1	07/25/05	8748.00	0.00	8748.00
3198	1	07/25/05	4536.00	0.00	4536.00
3199	1	07/25/05	9072.00	0.00	9072.00
3208	1	07/25/05	8424.00	0.00	8424.00
3201	1	07/25/05	4176.00	0.00	4176.00
3202	1	07/25/05	8652.00	0.00	8652.00
3203	1	07/25/05	8928.00	0.00	8928.00
3205	1	07/25/05	7632.00	0.00	7632.00
3206	1	07/29/05	2088.00	0.00	2088.00
3207	1	07/29/05	8788.00	0.00	8788.00
3209	1	07/29/05	4524.00	0.00	4524.00
3210	1	08/03/05	2448.00	0.00	2448.00
3214	1	08/03/05	4752.00	0.00	4752.00
3215	1	08/03/05	1200.00	0.00	1200.00
3218	1	08/03/05	2850.00	0.00	2850.00
3223	1	08/01/05	7236.00	0.00	7236.00
3226	1	07/26/05	1404.00	0.00	1404.00
3241	1	09/06/05	2376.00	0.00	2376.00
GROSS AMOUNT			8856.00	0.00	8856.00
DISCOUNT AMOUNT					
NET AMOUNT					
CONTINUED					
DATE OF CHECK			10/17/05		
CHECK NO.				355175	
PLEASE PROVIDE CHECK #, VENDOR #, AND DOC. # WHEN WRITING OR CALL MERVYN'S (763) 440-1062			CODE 1 - INVOICE NO. 2 - DEBIT MEMO NO.		
			2 - CREDIT MEMO NO.		

THIS STUB MUST BE
REMOVED BEFORE CASHING

FEB 28 2006

THIS IS WATERMARKED PAPER - DO NOT ACCEPT WITHOUT NOTING WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK

CHECK NO: 456890

Marshall's
TJ-maxx

Mellon Trust of New England, N.A.
Boston, MA 02149

DATE
02 | 24 | 06

CHECK AMOUNT
\$200,343.92

PAY: ****200,343****DOLLARS****92****CENTS

VOID

TO
THE
ORDER
OF

GREAT WHITE BEAR, LLC
1412 BROADWAY
16TH. FLOOR
NEW YORK, NY 10018

Jeffrey S. May
AUTHORIZED SIGNATURE
VOID AFTER 90 DAYS

CG 197m.44

#00456890# :011302920: 177008#

1

P 01666

Marshall's

TJ-MAXX

MERCHANDISE ACCOUNT REMITTANCE STATEMENT

456890

VENDOR NAME	INVOICE NUMBER	BS CB	DV	DATE	PURCHASE ORDER NO.	INVOICE COST	NET COST
GREAT WHITE BEAR LLC							
	050102		T	11/14/05	30630986	27,477.00	27,477.00
	050103		M	11/14/05	03630987	1,927.56	1,927.56
	050104		M	11/14/05	03630987	4,515.00	4,515.00
	050105		M	11/14/05	03630987	18,051.30	18,051.30
	050106		T	11/14/05	30630986	20,378.00	20,378.00
	050107		T	11/14/05	30630986	20,424.00	20,424.00
	050108		T	11/14/05	30630986	23,476.92	23,476.92
	050152		M	11/15/05	03630987	41,538.00	41,538.00
	050153		M	11/15/05	03630987	14,233.32	14,233.32
	050154		M	11/15/05	03630987	13,500.48	13,500.48
	050155		M	11/15/05	03630987	1,347.90	1,347.90
	050156		T	11/15/05	30630986	8,648.00	8,648.00
	CB0147891		M	01/19/06	03630987	1,973.66	1,973.66
Total for vendor	13157 - GREAT WHITE BEAR LLC						200,343.92

*****LEGEND FOR TRANSACTION CODES*****

Transaction Codes			
Transaction	Deduction Reason		
T - T J Maxx M - Marshall's	10 - FREIGHT 11 - MERCHANDISE RETURN 12 - PRICE DIFFERENCE 13 - CONCEALED SHORTAGE	14 - PO COST CHANGE 15 - OVER / SHORT NOSE STYLES 17 - POOR QUALITY GOODS	18 - COMPLETE NON-RECEIPT 20 - OTHER 21 - CREDIT MEMO
456890	02/24/06	13157	GREAT WHITE BEAR LLC
			200,343.92

P. 01667

UJA UNKORDEBAK STATEMENT FOR MIAMI/AAA
For Check Date: 24-Feb-06

Run Date: 23-Feb-06

Pay Vendor: 13157 GREAT WHITE BEAR LLC
Invoice Vendor: 13157 GREAT WHITE BEAR LLC

456890	24-Feb-06
--------	-----------

PO #	Invoice #	Invoice Date	Vendor Style	Style Description	Units	Unit Cpst	Amount	Reason Code	Comment
			10396	WOOL GBTN PEACOCK	(1)	23.00	(23.00)	13-UNIT DIFFERENCE	
			16412	BK DOWN ZIP FRNT, KAT CHR BER	(50)	19.57	(983.50)	13-UNIT DIFFERENCE	
			10396	WOOL GBTN PEACOCK	(1)	23.00	(23.00)	13-UNIT DIFFERENCE	
			16412	WHT DOWN ZIP FRNT KAT CHR B	(48)	19.57	(944.16)	13-UNIT DIFFERENCE	
Total for Vendor # 13157							(1,973.66)		

AS OF 12/31/06 R		I D B F A C T O R S		D E T A I L E D A G I N G				PAGE 1		
CLIENT NO.	1200	GREAT WHITE BEAR LLC	INVOICE DATE	TERMS	STORE	CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS
BOSCPAR01	11/14/05	A/C 20616 0000	049	PO BOX 4131						
000000	10/12/05	A/C 90107 0000	400	270.00-						
CUSTOMER TOTAL		294.00-		294.00-						19606
DD CAP01	12/24/06	A/C 11891 0000	906	4440 ROSEWOOD DRIVE						
000000				140.00-						
CUSTOMER TOTAL		140.00-		140.00-						94588
DILLARD01	12/11/06	A/C 70028 0 0000	621	1600 CENTRELL RD						
055024	9/07/06	NET 30		1,080.00-						
CUSTOMER TOTAL		576.00-		1,080.00-						72203
DREHYS01	8/24/06	NET 10/BOM + 30		30 DUNNIGAN DR						
050614										
CUSTOMER TOTAL		9,312.00		9,312.00						10901
MARSHAF01	9/12/06	NET 60 10/30/06		PO BOX 9126						
050626				ACCOUNTS PAYABLE						
CUSTOMER TOTAL		67,200.00		67,200.00						01701
NORDMAS01	12/06/06	A/C 71358 0 0000	194	PO BOX 870						
000000				4,371.94-						
CUSTOMER TOTAL		4,371.94-		4,371.94-						98111
PARISMA01	5/16/06	A/C 56963F 0 0000	340	PO BOX 20120						
000000				1,283.40-						
CUSTOMER TOTAL		1,283.40-		1,283.40-						39298
RICHOR01	12/21/05	A/C 786950 0000	990	PO BOX 415770						
000000				5.76-						
CUSTOMER TOTAL		5.76-		5.76-						45241
TY MAR01	9/12/06	NET 60 10/30/06		PO BOX 9126						
050625				50,400.00						
CUSTOMER TOTAL		50,400.00		50,400.00						01701
CLIENT TOTALS		120,240.90		7,175.10-						
				7,175.10-						
				117,600.00						
				9,312.00						
				504.00						
THE INFORMATION SET FORTH ABOVE IS FOR GENERAL GUIDANCE ONLY AND MAY NOT BE RELIED UPON AS AN INDICATION OF CREDIT RESPONSIBILITY UNLESS VERIFIED AND CREDIT APPROVAL SPECIFICALLY CONFIRMED FOR EACH ITEM.										

THE INFORMATION SET FORTH ABOVE IS FOR GENERAL GUIDANCE ONLY AND MAY NOT BE RELIED UPON AS AN INDICATION OF CREDIT RESPONSIBILITY UNLESS VERIFIED AND CREDIT APPROVAL SPECIFICALLY CONFIRMED FOR EACH ITEM.

FEB 28 2006

TJ MAF01-1200 = 107,403.9
MARSMAF01-1200 = 92,940.1

THIS IS WATERMARKED PAPER - DO NOT ACCEPT WITHOUT NOTING WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK

CHECK NO. 456890

Marshall's
TJ-MAXX

Mellon Trust of New England, N.A.
Boston, MA 02149

DATE 02 24 06

CHECK AMOUNT \$200,343.92

PAY: ****200,343****DOLLARS****92****CENTS

TO THE ORDER OF GREAT WHITE BEAR-LLC
1412 BROADWAY
16TH. FLOOR
NEW YORK, NY 10018

VOID AFTER 60 DAYS

VOID

CP 1973.44
"00456890" :011302920: 177008"

P. 01666

Marshall's

TJ-MAX

MERCHANDISE ACCOUNT REMITTANCE STATEMENT

456890

VENDOR NAME	INVOICE NUMBER	BS CB	DV	DATE	PURCHASE ORDER NO.	INVOICE COST	NET COST
GREAT WHITE BEAR LLC							
	050102		T	11/14/05	30630986		
	050103		T	11/14/05	03630987	27,477.00	27,477.00
	050104		M	11/14/05	03630987	1,927.66	1,927.66
	050105		M	11/14/05	03630987	4,515.00	4,515.00
	050106		T	11/14/05	30630986	18,051.30	18,051.30
	050107		T	11/14/05	30630986	20,378.00	20,378.00
	050108		T	11/14/05	30630986	20,424.00	20,424.00
	050132		M	11/15/05	03630987	29,476.92	29,476.92
	050133		M	11/15/05	03630987	41,538.00	41,538.00
	050154		M	11/15/05	03630987	14,283.32	14,283.32
	050155		M	11/15/05	03630987	33,500.48	33,500.48
	050156		T	11/15/05	30630986	1,347.90	1,347.90
	CB0147291		M	01/19/06	03630987	5,648.00	5,648.00
Total for vendor	13157 - GREAT WHITE BEAR LLC					1973.66	1973.66
							200,343.92

*****LEGEND FOR TRANSACTION CODES*****

Transaction Codes			
T - T J Max	10 - FREIGHT	14 - PO COST CHANGE	18 - COMPLETE NON-RECEIPT
M - Marshall's	11 - MERCHANDISE RETURN	15 - OVER / SHORT MOSE STYLES	20 - OTHER
	12 - PRICE DIFFERENCE	17 - POOR QUALITY GOODS	21 - CREDIT MEMO
	13 - CONCEALED SHORTAGE		
456890	02/24/06	13157	GREAT WHITE BEAR LLC
			200,343.92

P. 01667

**EXHIBIT 7 TO THE FINAL EXPERT
REPORT OF STEPHEN J. RANKEL, C.P.A.**

PO NUMBER 9254566		PRINTED 07/14/2005		CANCELED 07/04/2005		DELIVERY 08/03/2005		PAGE 1 of 2		
ORDER BY CHARMING SHOPPES OF DELAWARE, INC. 450 WINKS LANE BENSALAM PA 19020-5993		FASHION BUG MERCHANDISE ACCOUNTS PAYABLE P.O. BOX 1067 BENSALAM PA 19020-5993		F.B. DISTRO INC 1401 S HWY 240 EAST GREENCASTLE IN 46135		TRIANGLE TRANSPORT 64 HARBOR DRIVE BLDG. 1 JERSEY CITY NJ 07305				
VENDOR GREAT WHITE BEAR LLC 12211 1460 BROADWAY SUITE 28 NEW YORK NY, 10018		Net 60 days + 3% Discount PLUS 4.00% - ALLOWANCES TERMS INCLUDE AN ADDITIONAL 2.0% ALLOWANCE FOR WAREHOUSE PROCESSING. FOB GRNCSTW/WHMRSH COLLECT; 100% CHGBK		TYPE: WILL SHIP TO GREAT WHITE BEAR RG - REGULAR NY DUE: 04/19/05 NY 10018 FROM: C.S. INC. 215-245-8100						
FACTORY SEND TOP 2 WKS PRIOR TO DELIVER										
LINE NO.	VENDOR STYLE	DEPT CLASS	STYLE	COLOR CODE	COLOR	SIZE	PER PNT	SHIP PACK	QTY	UNIT COST
01		400 2841	081078	QA	SKYWALK BLUE	14/16W	1		1,469	8.50
						18/20W	2		2,938	8.50
						22/24W	2		2,938	8.50
						26/28W	2		2,938	8.50
						30/32W	1		1,469	8.50
							8	3	0	11,752
SUB TOTAL 99,892.00 FLAT 008 PC BUNDLE IN A POLYBAG BUNDLE - 1 - 2 - 2 - 2 - 1 FOR BUNDLES PER CARTON INFO - SEE ROUTING GUIDE THIS LINE IS PACKED INDIVIDUALLY. GARMENT LABELS FB TFSW WVN #126769 7/7 DUE 04/19/2005 FROM C.S. INC.										
CONTINUED ON NEXT PAGE										
IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on this Purchase Order. If there is any conflict between the Corporate Buying Guide (which may be viewed at ROUTINGGUIDE.CSABEAMER.COM/ROUTING) and the shipping and packing instructions or the terms and conditions of this Purchase Order, the provisions of this Corporate Buying Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.										

PO NUMBER 9254568		DATE 07/14/2005		DO NOT SHIP BEFORE DATE		CANCEL DATE 08/01/2005		DELIVERY 08/03/2005		PAGE 2 of 2	
CHARMING SHOPPES OF DELAWARE, INC. FASHION BVO 450 WINGS LANE BENSALEM PA 19020-5693				SEND TOP 2 WKS PRIOR TO DELIVER TYPE: WILL SHIP TO: GREAT WHITE BEAR RG - REGULAR 1450 BROADWAY DUE: 04/19/05 NY , 10018 FROM: C.S. INC. 215-245-9100							

LINE NO.	VENDOR STYLE	DEPT	CLASS	STYLE	COLOR CODE	COLOR	STYLE DESCRIPTION	SIZE	PER UNIT	SHIP MODE	PACK TYPE	QTY	UNIT COST	
02		400	2641	081079	1X	BLACK	KNIT/WEAVE STRIPE S/4	14/16W	1	1		954	8.50	
								19/20W	2			1,905	8.50	
								22/24W	2			1,905	8.50	
								26/28W	2			1,905	8.50	
								30/32W	1			954	8.50	
							SUB TOTAL		8	3	0	7,632	64,872.00	
							FLAT 008 PC BUNDLE IN A POLYBAG BUNDLE - 1 - 2 - 2 - 2 - 1 FOR BUNDLES PER CARTON INFO - SEE ROUTING GUIDE THIS LINE IS PACKED INDIVIDUALLY. GARMENT LABELS FB TFSW WNN #128769 7/7 DUE 04/19/2005 FROM C.S. INC.							
03		400	2641	081079	YO	CRUDE BROWN	KNIT/WEAVE STRIPE S/4	14/16W	1	1		723	8.50	
								18/20W	2			1,446	8.50	
								22/24W	2			1,446	8.50	
								26/28W	2			1,446	8.50	
								30/32W	1			723	8.50	
							SUB TOTAL		6	3	0	5,764	48,164.00	
							FLAT 008 PC BUNDLE IN A POLYBAG BUNDLE - 1 - 2 - 2 - 2 - 1 FOR BUNDLES PER CARTON INFO - SEE ROUTING GUIDE THIS LINE IS PACKED INDIVIDUALLY. GARMENT LABELS FB TFSW WNN #128769 7/7 DUE 04/19/2005 FROM C.S. INC.							
TOTALS												25,168	213,928.00	

IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions specified on this Purchase Order. If there is any conflict between the Corporate Routing Guide (which may be viewed at ROUTINGGUIDE.CHARMING.COM/ROUTE) using the ID CSHROUTE and password CSHGUIDE and the Shipping and Packing Instructions or the terms and conditions of this Purchase Order, the provisions of the Corporate Routing Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.

PO NUMBER 9254566

PRINTED 07/14/2005

DO NOT SNIP BEFORE DATE

CANCEL DATE 08/01/2005

DELIVERY 08/03/2005

PAGE 1 of 1.2

TERMS AND CONDITIONS: As used herein "Domestic Purchase Order" shall refer to merchandise purchased other than through a foreign (non-U.S.) Letter of Credit. "Overseas Purchase Order" shall mean merchandise purchased through a foreign (non-U.S.) Letter of Credit. This Purchase Order is subject to, and Vendor agrees to comply with, all of the provisions of Purchaser's "Corporate Routing Guide", as same may be amended from time to time, which provisions are incorporated herein by reference. In the event of any conflict between the provisions of this Purchase Order and the Corporate Routing Guide, the provisions of the Corporate Routing Guide shall prevail. The provisions of the Purchase Order on this face hereof are incorporated herein by reference.

1. DELIVERY: Time is of the essence in this contract, and if delivery of merchandise is not made in the quantities, at the time or in the manner specified, Purchaser reserves the right, without liability and at its option, and in addition to any other rights and remedies to (a) reject the merchandise and cancel this Order or (b) accept the merchandise with a reworked price and/or change Vendor as set forth in Purchaser's Corporate Routing Guide and/or direct expedited routing of the merchandise. In the event Purchaser directs expedited routing of the merchandise, Vendor shall reduce the price of the merchandise by the difference in cost between expedited routing and the usual routing cost and shall include such reduction in the price of the merchandise on the invoice. Vendor shall be charged back for all costs incurred to correct any deviations from any instructions in Purchaser's Corporate Routing Guide. All such charges and chargebacks shall be deducted from any payments due Vendor, whether under this Purchase Order or otherwise. Merchandise shall be deemed delivered upon acceptance at designated location for delivery, (i.e., consolidation, distribution center, third party facility, stevedore pier or airline).

2. SHIPPING INSTRUCTIONS: Shipping to be in accordance with instructions on face hereof and Corporate Routing Guide. Freight charges to be assessed as per Corporate Routing Guide.

3. AUTHORIZATION: Purchaser will not be responsible for any merchandise delivered unless specifically authorized by written Purchase Order on this form.

4. MODIFICATION OF ORDER: Modifications to this Order, or changes in the merchandise ordered, may only be authorized by issuance by Purchaser of new or revised Purchase Order which incorporates new terms.

5. PRICE: Vendor's prices shall be as set forth on face hereof, unless modified as provided herein. Vendor's price is subject to adjustment for discounts, allowances, and chargebacks imposed by Purchaser. Vendor will pay for all language, tickets and labels supplied by Purchaser.

6. INVOICES

A. Domestic Purchase Orders: Each invoice must indicate where merchandise was shipped to and must be accompanied by executed copies of all shipping papers. Sent itemized invoices directly to Merchandise Accounts Payable at the address specified in the Corporate Routing Guide. Each invoice must be accompanied by executed copies of all shipping papers and must show this Purchase Order Number.

B. Overseas Purchase Orders: All invoices must be written in the English language and the Vendor's invoice must specify the country of origin, Purchase Order Number, the style shown on Purchase Order and quantities shipped. Vendor's invoices must state the component material in the merchandise, the quantity by weight or percentage of weight or percentage of each component material, which component material is in chief weight, the net weight per dozen of each size and all other data required by the laws of the United States of America and the regulations of the U.S. Bureau of Customs and Border Protection ("CBP").

7. PLACE OF CONTRACT: This Purchase Order and any acceptance thereof shall constitute a contract governed by the laws of the state of the Purchaser's address set forth on the face of this Purchase Order.

8. INSPECTION AND ACCEPTANCE, RETURN OF MERCHANDISE AND CANCELLATION: This Order is subject to approval of samples in accordance with requirements of Corporate Routing Guide. Merchandise is subject to Purchaser's inspection and approval within a reasonable time after delivery. Purchaser reserves the right to cancel this Order or any unfilled portion thereof, prior to or after shipment, if merchandise delivered differs from sample or order, or is not as represented, or fails to conform to the requirements of this Purchase Order, the sample or all specifications, or fails to conform to any of the requirements of the Corporate Routing Guide. Purchaser may, in addition to all other remedies, return merchandise at Vendor's expense or hold same subject to agreement on price modifications. Vendor shall also be liable for all actual and consequential damages, including without limitation loss of profits and attorney's fees in connection therewith. If Vendor shall refuse to issue a Return to Vendor authorization, Purchaser may dispose of said merchandise without any further liability to Vendor except for proceeds of sale (if any), less all costs incurred in storing, handling and disposing of said merchandise. If Vendor has previously been paid, then Vendor shall, at Purchaser's option, reimburse or credit Purchaser all sums paid for such merchandise in addition to all costs incurred in storing, handling and disposing of said merchandise. Purchaser may take credit against all other current or future invoices from Vendor. All disputes regarding merchandise not for quality deviations, but not returned to Vendor, shall be resolved as per Quality Assurance Resolution guidelines in Corporate Routing Guide.

9. PAYMENT: Payment is conditional upon clearance by CBP and full release for consumption by the U.S. If the merchandise is not cleared by CBP and fully released for consumption into the U.S., Purchaser reserves the right to cancel this Purchase Order and to withhold payment. Purchaser may set off against amounts payable under this Order, and all other payments due Vendor, all present and future claims by Purchaser arising from this or any other transaction, whether or not related to each other. Vendor agrees that any credit balance will be paid in cash to Purchaser upon written request. A Domestic Purchase Order. Payment shall be made by Purchaser in accordance with the terms set forth on the face hereof. All debts shall begin at the date of acceptance of the merchandise by Purchaser. On all E.O.M. datings, merchandise accepted after the 20th of any month shall be payable as if received in the following month. Invoices shall be mailed on the same day merchandise is shipped. In the event that the purchase evidenced by this Purchase Order, subsequent to the date of acceptance of the merchandise by Purchaser, is subject of legal action against Purchaser by reason of patent, trademark or copyright infringement or similar claims, Vendor shall indemnify and hold Purchaser harmless from any and all liability by reason of such infringement and shall assume all costs and expenses, including attorney's fees, in connection therewith. Purchaser may return remaining merchandise at Vendor's expense. Vendor shall reimburse Purchaser the cost of said returned merchandise, in addition to any expenses, losses, costs and damages, including loss of profits and attorney's fees, incurred by Purchaser related to said infringement or the return of merchandise. Purchaser may reduce any current or future balances due Vendor for such sums. If Purchaser has directed that any of its trademarks or price tickets are to be affixed to the merchandise, such preparation is expressly linked to the merchandise sold pursuant to this Purchase Order. Vendor may not sell or dispose of any merchandise bearing Purchaser's trademarks or price tickets including merchandise which is not accepted or is rejected by Purchaser. All such trademarks and price tickets must be removed prior to disposal by Vendor.

10. PATENTS, TRADEMARKS, COPYRIGHTS: Vendor represents that the purchase evidenced by this Purchase Order, subsequent to the date of acceptance of the merchandise by Purchaser, is subject of legal action against Purchaser by reason of patent, trademark or copyright infringement or similar claims, Vendor shall indemnify and hold Purchaser harmless from any and all liability by reason of such infringement and shall assume all costs and expenses, including attorney's fees, in connection therewith. Purchaser may return remaining merchandise at Vendor's expense. Vendor shall reimburse Purchaser the cost of said returned merchandise, in addition to any expenses, losses, costs and damages, including loss of profits and attorney's fees, incurred by Purchaser related to said infringement or the return of merchandise. Purchaser may reduce any current or future balances due Vendor for such sums. If Purchaser has directed that any of its trademarks or price tickets are to be affixed to the merchandise, such preparation is expressly linked to the merchandise sold pursuant to this Purchase Order. Vendor may not sell or dispose of any merchandise bearing Purchaser's trademarks or price tickets including merchandise which is not accepted or is rejected by Purchaser. All such trademarks and price tickets must be removed prior to disposal by Vendor.

11. INDEMNITY: In accepting this Order, Vendor agrees that it will indemnify, save harmless and defend Purchaser, and those for whom Purchaser is acting as agent, from all liability, loss, damage to property or injury to persons arising in any manner out of or incident to the performance of this Purchase Order, or the sale and use of the merchandise by customers.

12. VENDOR'S WARRANTIES: Vendor hereby warrants that all of the merchandise furnished shall be of merchantable quality and fit for Purchaser's purposes and that it shall conform to Purchaser's specifications and Vendor's

IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions attached to this Purchase Order. If there is any conflict between the Corporate Routing Guide (which may be viewed at ROUTINGGUIDE.CHARMINGCORPORATE.COM) and the Shipping and Packing Instructions or the terms and conditions of this Purchase Order, the provisions of the Corporate Routing Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.

[illegible]

IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions attached to this Purchase Order. If there is any conflict between the Corporate Buying Guide (which may be viewed at KOUTINGGUIDE.CHANGING.COM/ROUTE using the ID CIBROUTE and password CIBROUTE) and the Shipping and Packing Instructions or the terms and conditions of this Purchase Order, the provisions of the Corporate Buying Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.

출판사에서는 이 책을 통해 독자들에게 다음과 같은 메시지를 전하고자 한다. 첫째, 이 책은 단순히 이론적인 내용을 소개하는 것이 아니라, 실제 현장에서 적용 가능한 실용적인 내용을 담고 있다. 둘째, 이 책은 최신의 연구 동향과 기술을 반영하여, 독자들에게 최신의 정보를 제공한다. 셋째, 이 책은 독자들이 자신의 연구나 업무에 활용할 수 있는 다양한 사례와 경험을 소개한다. 넷째, 이 책은 독자들이 자신의 연구나 업무에 활용할 수 있는 다양한 방법론과 도구를 소개한다. 마지막으로, 이 책은 독자들이 자신의 연구나 업무에 활용할 수 있는 다양한 자료와 정보를 제공한다.

[illegible][illegible][illegible]**TOTALS**

IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions attached to this Purchase Order. If there is any conflict between the Corporate Buying Guide (which may be viewed at ROUTINGUNITR.CLEARING.COM/ROUTE) using the ID CARD/ROUTE and purchased CONDITIONS and the Shipping and Tracking Instructions or the terms and conditions of this Purchase Order, the provisions of the Corporate Buying Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.

PO NUMBER: 928-4585	PRINTED: 03/15/2005	APPROVED: 07/04/2005	CANCEL: 07/11/2005	DELIVERY: 07/13/2005	PAGE: 1 of 2
CHARMING SHOPPES OF DELAWARE, INC. FASHION BUG 450 WINKS LANE BENSALEM PA 19020-5983		FASHION BUG MERCHANDISE ACCOUNT'S PAYABLE P.O. BOX 1067 BENSALEM PA 19020-5983		F.B. DISTRO INC 1801 S HWY 240 EAST GREENCASTLE IN 46185	
GREAT WHITE BEAR LLC 12211 1480 BROADWAY SUITE 26 NEW YORK NY, 10016		Net 60 days + 3% Discount PLUS 4.00% - ALLOWANCES TERMS INCLUDE AN ADDITIONAL 2.0% ALLOWANCE FOR WAREHOUSE PROCESSING. FOB GRNCST/WHMRSH COLLOT; 100% CHGBK		TRIANGLE TRANSPORT 84 HARBOR DRIVE, BLDG. 1 JERSEY CITY NJ 07305	
		SEND TOP 2 WKS PRIOR TO DELIVER		TYPE: WILL SHIP TO: GREAT WHITE BEAR FG - REGULAR DUE: 04/19/05 FROM: C.S. INC. 215-245-9100	
LINE NO. 01	VENDOR STYLE 400	DEPT CLASS 2841	STYLE 081079	COLOR CODE QA	SKY WALK BLUE
<p>KNIT/NOVEN STRIPE L/S</p> <p>SUB TOTAL</p> <p>FLAT 008 PC BUNDLE IN A POLYBAG</p> <p>BUNDLE - 1 - 2 - 2 - 1</p> <p>FOR BUNDLES PER CARTON INFO - SEE ROUTING GUIDE</p> <p>THIS LINE IS PACKED INDIVIDUALLY.</p> <p>GARMENT LABELS FB TFSW WVN #128760 7/7</p> <p>DUE 04/19/2005 FROM C.S. INC.</p>					
			SIZE	QTY	UNIT COST
			14/16W	1,469	8.50
			18/20W	2,938	8.50
			22/24W	2,938	8.50
			26/28W	2,938	8.50
			30/32W	1,469	8.50
				3	0
				11,752	99,892.00

CONTINUED ON NEXT PAGE

IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions specified on the terms and conditions attached to this Purchase Order. If there is any conflict between the Corporate Routing Guide (which may be viewed at ROUTINGGUIDE.CHARMING.COM/ROUTE) and the shipping and packing instructions or the terms and conditions of this Purchase Order, the provisions of the Corporate Routing Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.

PO NUMBER 926-4866		PRINTED 09/15/2005		DO NOT SHIP BEFORE DATE 07/04/2005		DANGER DATE 07/11/2005		DELIVERY DATE 07/15/2005		PAGE 2 of 2	
CHARMING SHOPPES OF DELAWARE, INC. FASHION BUG 450 WINKS LANE BENSALEM PA 19020-5963				SEND TOP 2 WKS PRIOR TO DELIVER							
TYPE: FG - REGULAR DUE: 04/19/05 FROM: C.S. INC. 215-245-8100				WILL SHIP TO: GREAT WHITE BEAR 1450 BROADWAY NY 10018							

LINE NO.	VENDOR STYLE	DEPT	CLASS	STYLE	COLOR CODE	COLOR	STYLE DESCRIPTION	SIZE	PC	SHIP	PACK	QTY	UNIT COST
02		400	2841	081079	1X	BLACK	KNIT/WEAVER STRIPE L/S	14/16W	1			964	8.50
								18/20W	2			1,908	8.50
								22/24W	2			1,908	8.50
								26/28W	2			1,908	8.50
								30/32W	1			964	8.50
							SUB TOTAL		8	3	0	7,632	64,872.00
							PLAT 008 PC BUNDLE IN A POLYBAG BUNDLE - 1 - 2 - 2 - 2 - 1 FOR BUNDLES PER CARTON INFO - SEE ROUTING GUIDE THIS LINE IS PACKED INDIVIDUALLY. GARMENT LABELS FB TFSW WVN #128769 7/7 DUE 04/19/2005 FROM C.S. INC.						
03		400	2841	081079	CA	COFFEE BEAN	KNIT/WEAVER STRIPE L/S	14/16W	1			723	8.50
								18/20W	2			1,446	8.50
								22/24W	2			1,446	8.50
								26/28W	2			1,446	8.50
								30/32W	1			723	8.50
							SUB TOTAL		8	3	0	5,784	49,164.00
							FLAT 008 PC BUNDLE IN A POLYBAG BUNDLE - 1 - 2 - 2 - 2 - 1 FOR BUNDLES PER CARTON INFO - SEE ROUTING GUIDE THIS LINE IS PACKED INDIVIDUALLY. GARMENT LABELS FB TFSW WVN #128769 7/7 DUE 04/19/2005 FROM C.S. INC.						
TOTALS												25,108	215,828.00

IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions attached to this Purchase Order. If there is any conflict between the Corporate Routing Guide (which may be viewed at ROUTINGGUIDE.CHARMING.COM/ROUTE) and the Shipping and Packing Instructions or the terms and conditions of this Purchase Order, the provisions of the Corporate Routing Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.

PG NUMBER 926-4896

PRINTED 03/15/2005

NO NOTATION 07/04/2005

CANCEL 07/11/2005

DELIVERY 07/13/2005

PAGE 1 of 2

TERMS AND CONDITIONS As used herein "Domestic Purchase Order" shall refer to merchandise purchased other than through a foreign (non-U.S.) Letter of Credit; "Overseas Purchase Order" shall mean merchandise purchased through a foreign (non-U.S.) Letter of Credit. This Purchase Order is subject to, and Vendor agrees to comply with, all of the provisions of Purchaser's "Corporate Routing Guide" and the provisions of the Corporate Routing Guide shall prevail. The provisions of this Purchase Order on the face hereof are incorporated herein by reference.

1. DELIVERY Time is of the essence in this contract, and if delivery of merchandise is not made in the quantities, at the time or in the manner specified, Purchaser reserves the right, without liability and at its option, and in direct expedited routing of the merchandise. In the event Purchaser directs expedited routing of the merchandise, Vendor shall reduce the price of the merchandise by the difference in cost between expedited routing and the usual routing cost and shall include such reduction in the price of the merchandise on the invoice. Vendor shall be charged back for all costs incurred to correct any deviations from any instructions in Purchaser's Corporate Routing Guide. All such charges and chargebacks shall be deducted from any payments due Vendor, whether under this Purchase Order or otherwise. Merchandise shall be deemed delivered upon acceptance at designated location for delivery, (i.e., consignor, distribution center, third party facility, warehouse, etc.).

2. SHIPPING INSTRUCTIONS Shipping to be in accordance with instructions on face hereof and Corporate Routing Guide. Freight charges to be assessed as per Corporate Routing Guide.

3. AUTHORIZATION Purchaser will not be responsible for any merchandise delivered unless specifically authorized by written Purchase Order on this form.

4. MODIFICATION OF ORDER Modifications to this Order, or changes in the merchandise ordered, may only be authorized by issuance by Purchaser of new or revised Purchase Order which incorporates new terms.

5. PRICE Vendor's price shall be as set forth on face hereof, unless modified as provided herein. Vendor's price is subject to adjustment for discounts, allowances, and chargebacks imposed by Purchaser. Vendor will pay for all freight, tolls, and labels supplied by Purchaser.

6. INVOICES

A. Domestic Purchase Order. Each invoice must indicate where merchandise was shipped to and must be accompanied by executed copies of all shipping papers. Send itemized invoices directly to Merchandise Accounts Payable at the address specified in the Corporate Routing Guide. Each invoice must be accompanied by executed copies of all shipping papers and must show this Purchase Order Number.

B. Overseas Purchase Order. All invoices must be written in the English language and the Vendor's invoice must specify the country of origin, Purchase Order Number, the style shown on Purchase Order and quantities shipped. Vendor's invoices must state the component material in the merchandise, the quantity by weight or percentage of each component material, which component material is in direct weight, the net weight per dozen of each size and all other data required by the laws of the United States of America and the regulations of the U.S. Bureau of Customs and Border Protection ("CBP").

7. PLACE OF CONTRACT This Purchase Order and any acceptance thereof shall constitute a contract governed by the laws of the state of the Purchaser's address set forth on the face of this Purchase Order.

8. INSPECTION AND ACCEPTANCE, RETURN OF MERCHANDISE AND CANCELLATION This Order is subject to approval of samples in accordance with requirements of Corporate Routing Guide. Merchandise is subject to Purchaser's inspection and approval within a reasonable time after delivery. Purchaser reserves the right to cancel this Order or any undelivered portion thereof, prior to or after shipment, if merchandise delivered differs from sample or order, or is not as represented, or fails to conform to the requirements of this Purchase Order, the sample or all specifications, or fails to conform to any of the requirements of the Corporate Routing Guide. Purchaser may, in addition to all other remedies, return merchandise at Vendor's expense or hold same subject to agreement on price modification. Vendor shall also be liable for all actual and consequential damages, including without limitation loss of profits and attorney's fees in connection therewith. If Vendor shall refuse to accept a Return to Vendor authorization, Purchaser may dispose of said merchandise without any further liability to Vendor except for proceeds of sale (if any), less all costs incurred in storing, handling and disposing of said merchandise. If Vendor has previously been paid, then Vendor shall, at Purchaser's option, reimburse or credit Purchaser all sums paid for such merchandise in addition to all costs incurred in storing, handling and disposing of said merchandise. Purchaser may take said credit against all other current or future invoices from Vendor. All disputes regarding merchandise noted for quality deviations, but not returned to Vendor, shall be resolved as per Quality Assurance Resolution guidelines in Corporate Routing Guide.

9. PAYMENT Payment is conditioned upon acceptance by CBP and full release for consumption of the merchandise into the U.S. If the merchandise is not cleared by CBP and fully released for consumption into the U.S., arising from this or any other transaction, whether or not related to each other. Vendor agrees that any credit balance will be paid in cash to Purchaser upon written request. A. Domestic Purchase Order. Payment shall be made by Purchaser in accordance with the terms set forth on the face hereof. All dating shall begin at the date of acceptance of the merchandise by Purchaser. On all E.O.M. datings, merchandise accepted after the 20th of any month shall be payable at the following month. Invoices shall be mailed on the same day merchandise is shipped. B. Overseas Purchase Order. As per Foreign Letter of Credit.

10. PATENTS, TRADEMARKS, COPYRIGHTS Vendor represents that the purchase evidenced by this Purchase Order, subsequent sale by Purchaser to customers or use of the merchandise purchased by customers do not infringe any patent, trademark, copyright or any other intellectual property right. In the event that the merchandise is the subject of legal action against Purchaser by reason of patent, trademark or copyright infringement or similar claims, Vendor shall indemnify and hold Purchaser harmless from any and all liability by reason of such infringement and shall assume all costs and expenses, including attorney's fees, in connection therewith. Purchaser may return remaining merchandise at Vendor's expense. Vendor shall reimburse Purchaser the cost of said returned merchandise, in addition to any expenses, losses, costs and damages, including loss of profits and attorney's fees, incurred by Purchaser related to said infringement or the return of merchandise. Purchaser may reduce any current or future balances due Vendor for such sums. If Purchaser has directed that any of its trademarks or price labels are to be affixed to the merchandise, such permission is expressly limited to the merchandise sold pursuant to this Purchase Order. Vendor may not sell or dispose of any merchandise bearing Purchaser's trademarks or price labels, including merchandise which is not accepted or is rejected by Purchaser. All such trademarks and price labels must be removed prior to disposal by Vendor.

11. INDEMNITY In accepting this Order, Vendor agrees that it will indemnify, save harmless and defend Purchaser, and those for whom Purchaser is acting as agent, from all liability, loss, damage to property or injury to persons arising in any manner out of or incident to the performance of this Purchase Order, or the sale and use of the merchandise by customer.

12. VENDOR'S WARRANTIES. Vendor hereby warrants that all of the merchandise furnished shall be of merchantable quality and fit for Purchaser's purposes and that it shall conform to Purchaser's specifications and Vendor's

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representations, affirmations, promises, descriptions, samples or models forming the inducement to enter this contract. Vendor warrants that all merchandise shipped under this Order is not complete with all United States laws, rules, regulations and requirements, including without limitation, the country of origin marking requirements of Section 304 of the Tariff Act of 1930, as amended, the Latham Act, the Textile Fiber Products Identification Act, the Fair Labor Standards Act, the Wool Products Labeling Act, the Hazardous Substances Labeling Act, the Flammable Fabrics Act, the Federal Trade Commission Act, including the rules and regulations issued pursuant thereto, FTC Guidelines, Trade Practices Rules and Regulations and all amendments thereto, and any other applicable laws, rules and regulations. Vendor hereby represents that the merchandise was not produced or manufactured in whole or in part by child, convict or forced labor. Vendor represents that the merchandise was manufactured in strict compliance with all applicable laws and regulations of the country or state where the merchandise was manufactured, including without limitation laws and prohibitions governing the working conditions, wages and minimum age of work force. In addition to the other guarantees and warranties contained in this paragraph, the warranties of the Uniform Commercial Code arising from any breach of warranty or of any of the other terms and conditions in this Order. Vendor also warrants that all labeling, including without limitation country of origin and other content labeling, invoices, declarations, affidavits, letters, papers or other statements, written or oral, pertaining to the country of origin of the merchandise, shall be in strict compliance with the United States Tariff Act of 1930, as amended and any other applicable law. Vendor warrants that the country of origin noted on this Purchase Order, all documentation (including but not limited to the Country of Origin Declaration(s) accompanying each shipment) and the merchandise is the true and correct country of origin of the merchandise. Vendor agrees to supply all documentation, including but not limited to production records, which may be necessary to validate the declared country of origin and/or for importation and full release for consumption of the merchandise into the U.S. Vendor agrees to indemnify Purchaser, and all of its affiliates, from any and all liability under U.S. law or any other applicable law which may arise in the event that the origin reflected on this Purchase Order or any origin declaration or other documentation is later determined to be inaccurate, or in the event that CEP denies entry or assesses any claim for penalty or liquidated damages on the grounds of an incorrect origin declaration or incomplete or incorrect production records or other documentation, from any and all damages, including without limitation loss of profits and attorneys' fees in connection with such a breach and any penalties or liquidated damages assessed by or paid to CEP. This purchase is expressly conditioned and subject to the submission by Vendor of properly completed and executed Country of Origin Declaration(s) as required by U.S. regulations. In all instances where such declarations are required by U.S. regulations, same will be supplied by Vendor and if deemed necessary by Purchaser, forwarded to Purchaser together with copies of the commercial invoice and textile visa as provided to CEP to obtain clearance by CEP and full release for consumption of the merchandise into the U.S. Purchaser's Code of Conduct is incorporated herein by reference and Vendor agrees that Vendor shall abide by Purchaser's Code of Conduct, including but not limited to any attachments thereto, as same may be amended from time to time. Vendor further agrees that Purchaser and/or its agents or representatives may inspect any facilities where the merchandise is manufactured. Where Purchaser is the importer of record, Vendor represents, warrants and agrees that: (i) the information set forth in the Vendor Evaluation Report on file with Purchaser is true, accurate and complete in all respects, (ii) it shall only manufacture the merchandise at such factory or factories that Purchaser may approve in writing in advance of manufacture, and the factory or factories shall not be changed without Purchaser's prior written approval of the Purchaser. Any breach of any of the aforementioned warranties shall entitle Purchaser, at its discretion and without prejudice, to cancel this order or any unfilled portion thereof, and to withhold payment to the Vendor and to actual and consequential damages including attorneys' fees in connection with such breach and (b) it has monitored and continues to monitor any contractor or subcontractor which produced the merchandise or any part thereof so as to ensure full compliance with the Fair Labor Standards Act, necessary steps to protect the security of the merchandise against the introduction of terrorists and/or their weapons at all times during which merchandise is in the possession or control of Vendor, its subcontractors or agents.

13. RISK OF LOSS OR DAMAGE TO MERCHANDISE A. Domestic Purchase Order. Vendor shall be liable for loss or damage of any nature to merchandise in shipment or otherwise until such merchandise has been accepted at Purchaser's warehouse, consolidation, or Third Party Facility, as applicable. B. Overseas Purchase Order. Vendor shall be liable for loss or damage of any nature to merchandise in shipment or otherwise until such merchandise has been accepted at Purchaser's warehouse, consolidation, or Third Party Facility, as applicable. C. Overseas Purchase Order. Vendor shall be liable for loss or damage of any nature to merchandise in shipment or otherwise until such merchandise has been accepted at Purchaser's warehouse, consolidation, or Third Party Facility, as applicable.

14. EXPORT/IMPORT DOCUMENTATION Unless otherwise specifically agreed to in writing, Vendor shall be responsible for timely procuring and providing to Purchaser all necessary export/import licenses, certificates of origin, documentation, forms statement and information appropriate and necessary for importation into the United States. Vendor further warrants and agrees that any visa accompanying wearing apparel exported to Purchaser is in the form required by the applicable Bilateral Textile Agreement between the United States and the country of origin and any amendments thereto, and that any textile quota category reflected thereon accurately describes the reported merchandise. Any denial of entry by the CEP due to improper visa, invalid visa, lack of visa, or the failure of a visa to accurately reflect the applicable quota category or categories shall entitle Purchaser, at its discretion, and without prejudice, to cancel this order or any unfilled portion thereof, and to withhold payment to Vendor and to actual and consequential damages, including without limitation loss of profits and attorneys' fees in connection with such breach and any penalties or liquidated damages assessed by or paid to the CEP. Requirements pertaining to the Country of Origin Declaration are contained in Section 12.

15. ENTIRE AGREEMENT The terms and conditions of this Purchase Order shall be deemed to be accepted by Vendor upon Vendor's shipment of merchandise set forth on the face hereof, or upon Vendor's acceptance in any other manner provided by the Uniform Commercial Code including but not limited to Sections 2-201 and 2-206 thereof. This contract and Purchaser's Corporate Routing Guide, as amended from time to time, contains the entire agreement between the parties. The terms and conditions hereof cannot be superseded by those contained in any sales contract, confirmation, acknowledgment, invoice or other such document sent by Vendor pertaining to the above merchandise. This contract may only be modified in writing or by amendment to Purchaser's Routing Guide, and no other claim of modification, termination or waiver shall be binding on Purchaser unless in writing agreed by a duly authorized representative of Purchaser. Neither Purchaser's acceptance of nor payment for merchandise and services shall constitute acceptance by Purchaser of any such additional or different terms. All modifications to the Overseas Purchase Order must be made by agreement upon amendments to the Foreign Letter of Credit unless such requirement is waived by Purchaser. This Purchase Order may not be assigned or transferred without the prior written consent of the Purchaser.

IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions specified in this Purchase Order. If there is any conflict between the Corporate Routing Guide (which may be viewed at ROUTINGGUIDE.CHANGING.COM/ROUTE) using the ID CREDIT and (purchased CREDIT) and the Shipping and Packing Instructions or the terms and conditions of this Purchase Order, the provisions of the Corporate Routing Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.

PO NUMBER 6897641	PRINTED 03/03/2005	CANCEL 04/25/2005	DELIVERY 05/04/2005	PAGE 1 of 5			
CHARMING SHOPPES OF DELAWARE, INC. 480 WINKS LANE BENSALEM PA 19020-5983		FASHION BUG MERCHANDISE ACCOUNTS PAYABLE P.O. BOX 1087 BENSALEM PA 19020-5983		F B DISTRO INC 1801 S HWY 240 EAST GREENCASTLE IN 46135			
GREAT WHITE BEAR LLC 1450 BROADWAY SUITE 25 NEW YORK NY, 10018		NAT 60 days + 3% Discount PLUS 4.00% - ALLOWANCES TERMS INCLUDE AN ADDITIONAL 2.0% ALLOWANCE FOR WAREHOUSE PROCESSING. FOB GRNCSTW/WHMRSH COLLECT 100% CHGBK		TRIANGLE TRANSPORT 84 HARBOR DRIVE, BLDG. 1 JERSEY CITY NJ 07305			
SEND TOP 2 WKS PRIOR TO DELIVER		WILL SHIP TO: GREAT WHITE BEAR 1450 BROADWAY NY DUE: 03/09/05 FROM: C.S. INC. 215-245-9100					
LINE NO.	VENDOR STYLE	DEPT CLASS	COLOR	SIZE	QTY	UNIT	PRICE
01	400 3021	064078	1X BLACK	14/16W	1,238		4.80
				18/20W	3,714		4.80
				22/24W	2,476		4.80
				28/28W	1,238		4.80
				30/32W	1,238		4.80
					9,904		45,583.40
<p>SUB TOTAL</p> <p>FLAT 008 PC BUNDLE IN A POLYBAG</p> <p>BUNDLE - 1 - 3 - 2 - 1 - 1</p> <p>FOR BUNDLES PER CARTON INFO - SEE ROUTING GUIDE</p> <p>THIS LINE IS PACKED INDIVIDUALLY.</p> <p>HANTAGOS PJR NINGTG # 0124874 5/02</p> <p>DUE 03/09/2005 FROM C.S. INC.</p> <p>GARMENT LABELS FB STAMP STRETCH 7/04</p> <p>DUE 03/09/2005 FROM C.S. INC.</p>							

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REPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions attached to this Purchase Order. If there is any conflict between the Corporate Buying Guide (which may be viewed at ROUTINGGUIDE.CLEARING.COM/ROUTER) using the ID C880078 and purchased C880078 and the Shipping and Packing Instructions or the terms and conditions of this Purchase Order, the provisions of the Corporate Buying Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.

1

PQ NUMBER	6887641	PRINTED	03/03/2005	PO NUMBER	04/25/2005	CANCEL DATE	05/02/2005	DESIGN	05/04/2005	PAGE	4 of 5
CHARMING SHOPPES OF DELAWARE, INC.			SEND TOP 2 WKS PRIOR TO DELIVER			TYPE: WILL SHIP TO: GREY WHITE BEAR			1450 BROADWAY		
FASHION BUG						RG - REGULAR			NY		
460 WINKS LANE						DUE:			NY 10018		
BENSALEM			PA 19020-0993			03/09/05			FROM: C.S. INC. 215-245-8100		

LINE NO.	VENDOR	STYLE	DEPT	CLASS	STYLE	COLOR	ADJOUR	STYLED DESCRIPTION	SIZE	PER	SHIR	DOCK	QTY	UNIT
04		400		3021	084078	CA	COFFEE BEAN	S/S KEYHOLE RHINestone TEE	14/18W	1			538	4.00
									18/20W	3			1,914	4.00
									22/24W	2			1,076	4.00
									26/28W	1			538	4.00
									30/32W	1			538	4.00
										6	3	0	4,304	19,796.40
								SUB TOTAL						
								FLAT 008 PC BUNDLE IN A POLYBAG						
								BUNDLE - 1 - 3 - 2 - 1 - 1						
								FOR BUNDLES PER CARTON INFO - SEE ROUTING GUIDE						
								THIS LINE IS PACKED INDIVIDUALLY.						
								HANGTAGS FOR HGTG # 0124874 5/02						
								DUE 03/09/2005 FROM C.S. INC.						
								GARMENT LABELS FB STAMP STRETCH 7/04						
								DUE 03/09/2005 FROM C.S. INC.						

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IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions attached to this Purchase Order. If there is any conflict between the Corporate Routing Guide (which may be viewed at ROUTINGGUIDE.CHARMING.COM/ROUTES) and the Shipping and Packing Instructions or the terms and conditions of this Purchase Order, the provisions of the Corporate Routing Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.

PO NUMBER: 0687641	PRINTED: 03/03/2005	DO NOT SHIP BEFORE DATE: 04/25/2005	DELIVER DATE: 05/02/2005	PAGE: 5 of 6
CHARMING SHOPPES OF DELAWARE, INC. FASHION BUG 450 WINKS LANE BENSALEM PA 19020-8993		SEND TOP 2 WKS PRIOR TO DELIVER		
TYPE: WILL SHIP TO: GREAT WHITE BEAR RG - REGULAR 1450 BROADWAY DUE: NY , 10018 03/09/05 FROM: C.S. INC. 215-245-8100				

LINE NO.	VENDOR STYLE	ITEM COLOR	ITEM STYLE	FOLDER CODE	COLOR CODE	STYLE DESCRIPTION	SIZE	QTY	SHIP MODE	PICK CITY	UNIT COST	
05	400	3021	084078	RL	SAVORY SAGE	S/S KEYHOLE RHINestone TEE	14/16M	1	1	302	4.60	
							18/20W	3		302	4.60	
							22/24W	2		304	4.60	
							20/26W	1		302	4.60	
							30/32W	1		302	4.60	
								8	3	0	11,113.60	
<p>SUB TOTAL</p> <p>FLAT 006 PC BUNDLE IN A POLYBAG</p> <p>BUNDLE - 1- 8- 2- 1- 1</p> <p>FOR BUNDLES PER CARTON INFO - SEE ROUTING GUIDE</p> <p>THIS LINE IS PACKED INDIVIDUALLY.</p> <p>HANSTAGS PJR HNGTG # 0124074 5/02</p> <p>DUE 03/09/2005 FROM C.S. INC.</p> <p>GARMENT LABELS FB STAMP STRETCH 7/04</p> <p>DUE 03/09/2005 FROM C.S. INC.</p>												
TOTALS											30,240	139,104.00

IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the invoice and conditions attached to this Purchase Order. If there is any conflict between the Corporate Routing Guide (which may be viewed at ROUTINGGUIDE.CHARMING.COM/ROUTE) and the Shipping and Packing Instructions on the terms and conditions of this Purchase Order, the provisions of the Corporate Routing Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.

PO NUMBER 6987641

PRINTED

03/03/2005

CONFIRMATION

04/26/2005

CANCELLATION

05/02/2005

DELIVERY

06/04/2005

PAGE

1 of 2

TERMS AND CONDITIONS As used herein "Domestic Purchase Order" shall refer to merchandise purchased other than through a foreign (non-U.S.) Letter of Credit. "Overseas Purchase Order" shall mean merchandise purchased through a foreign (non-U.S.) Letter of Credit. This Purchase Order is subject to, and Vendor agrees to comply with, all of the provisions of Purchaser's "Corporate Routing Guide", as same may be amended from time to time, which provisions are incorporated herein by reference. In the event of any conflict between the provisions of this Purchase Order and the Corporate Routing Guide, the provisions of the Corporate Routing Guide shall prevail.

1. DELIVERY Time is of the essence in this contract, and if delivery of merchandise is not made in the quantities, at the time or in the manner specified, Purchaser reserves the right, without liability and at its option, and in addition to any other rights and remedies to (a) reject the merchandise and cancel this Order or (b) accept the merchandise with a non-refundable price and/or charge Vendor as set forth in Purchaser's Corporate Routing Guide and/or direct expedited routing of the merchandise. In the event Purchaser directs expedited routing of the merchandise, Vendor shall reduce the price of the merchandise in the Corporate Routing Guide and the routing cost and shall include such reduction in the price of the merchandise on the invoice. Vendor shall be charged back for all costs incurred to correct any deviations from any instructions in Purchaser's Corporate Routing Guide. All such charges and chargebacks shall be deducted from any payments due Vendor, whether under this Purchase Order or otherwise. Merchandise shall be deemed delivered upon acceptance at designated location for delivery, (i.e., consolidator, distribution center, third party facility, stevedore, or airline).

2. SHIPPING INSTRUCTIONS Shipping to be in accordance with instructions on face hereof and Corporate Routing Guide. Freight charges to be assessed as per Corporate Routing Guide.

3. AUTHORIZATION Purchaser will not be responsible for any merchandise delivered unless specifically authorized by written Purchase Order on this form.

4. MODIFICATION OF ORDER Modifications to this Order, or changes in the merchandise ordered, may only be authorized by Purchase Order which incorporates such terms.

5. PRICE Vendor's price shall be as set forth on face hereof, unless modified as provided herein. Vendor's price is subject to adjustment for discounts, allowances, and chargebacks imposed by Purchaser. Vendor will pay for all hangings, tickets and labels supplied by Purchaser.

6. INVOICES

A. Domestic Purchase Order. Each invoice must indicate where merchandise was shipped to and must be accompanied by executed copies of all shipping papers and must show this Purchase Order Number. at the address specified in the Corporate Routing Guide. Each invoice must be accompanied by executed copies of all shipping papers and must show this Purchase Order Number.

B. Overseas Purchase Order. All invoices must be written in the English language and the Vendor's invoice must specify the country of origin, Purchase Order Number, the style above on Purchase Order and quantities shipped. Vendor's invoice must state the component material in the merchandise, the quantity by weight or percentage of such component material, which component material is in chief weight, the net weight per dozen of each size and all other data required by the laws of the United States of America and the regulations of the U.S. Bureau of Customs and Border Protection ("CBP").

7. INVOICE OF CONTRACT This Purchase Order and any acceptance thereof shall constitute a contract governed by the laws of the state of the Purchase Order. This Order is subject to approval of samples in accordance with requirements of Corporate Routing Guide. subject to Purchaser's inspection and approval within a reasonable time after delivery. Purchaser reserves the right to cancel this Order or may modified portion thereof, prior to or after shipment, if merchandise delivered differs from sample or order, or is not as represented, or fails to conform to the requirements of this Purchase Order, the sample or all specifications, or fails to conform to any of the requirements of the Corporate Routing Guide. Purchaser may, in addition to all other remedies, return merchandise at Vendor's expense or hold same subject to agreement on price conditions. Vendor shall also be liable for all actual and consequential damages, including without limitation loss of profits and attorney's fees in connection therewith. If Vendor shall refuse to issue a Return to Vendor authorization, Purchaser may dispose of said merchandise without any further liability to Vendor except for proceeds of sale (if any), less all costs incurred in storing, handling and disposing of said merchandise. If Vendor has previously been paid, then Vendor shall, at Purchaser's option, reimburse or credit Purchaser all sums paid for such merchandise in addition to all costs incurred in storing, handling and disposing of said merchandise. Purchaser may take said credit against all other current or future invoices from Vendor. All disputes regarding merchandise noted for quality deviations, but not returned to Vendor, shall be resolved as per Quality Assurance Resolution guidelines in Corporate Routing Guide.

9. PAYMENT Payment is conditioned upon clearance by CBP and full release for consumption of the merchandise into the U.S. If the merchandise is not cleared by CBP and fully released for consumption into the U.S., Purchaser reserves the right to cancel this Purchase Order and to withhold payment. Purchaser may set off against amounts payable under this Order, all other payments due Vendor, all present and future claims by Purchaser arising from this or any other transaction, whether or not related to each other. Vendor agrees that any credit balance will be paid in cash to Purchaser upon written request. A Domestic Purchase Order. Payment shall be made by Purchaser to accounts with the terms set forth on the face hereof. All debts shall begin at the date of acceptance of the merchandise by Purchaser. On all E.O.M. datings, merchandise accepted after the 20th of any month shall be payable as if received in the following month. Invoices shall be mailed on the same day merchandise is shipped. B. Overseas Purchase Order. As per Foreign Letter of Credit.

10. PATENTS, TRADEMARKS, COPYRIGHTS Vendor represents that the merchandise evidenced by this Purchase Order, subsequent sale by Purchaser to customers or use of the merchandise purchased by customers do not infringe any patent, trademark, copyright or any other intellectual property right. In the event that the merchandise is the subject of legal action against Purchaser by reason of patent, trademark or copyright infringement or similar claim, Vendor shall indemnify and hold Purchaser harmless from any and all liability by reason of such infringement and shall assume all costs and expenses, including attorney's fees, in connection therewith. Purchaser may return merchandise to Vendor's expense. Vendor shall reimburse Purchaser the cost of self returned merchandise, in addition to any expenses, losses, costs and damages, including loss of profits and attorney's fees, incurred by Purchaser related to the return of merchandise. Vendor may not sell or dispose of any merchandise bearing Purchaser's trademarks or price tickets, including merchandise which is not accepted or is rejected by Purchaser. All such trademarks and price tickets must be removed prior to disposal by Vendor.

11. INDEMNITY In accepting this Order, Vendor agrees that it will indemnify, save harmless and defend Purchaser, and those for whom Purchaser is acting as agent, from all liability, loss, damage to property or injury to persons arising in any manner out of or incident to the performance of this Purchase Order, or the sale and use of the merchandise by customers.

12. VENDOR'S WARRANTIES. Vendor hereby warrants that all of the merchandise furnished shall be of merchantable quality and fit for Purchaser's purposes and that it shall conform to Purchaser's specifications and Vendor's **IMPORTANT NOTICES TO ALL VENDORS:** Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified in this Purchase Order. If there is any conflict between the Corporate Routing Guide (which may be viewed at ROUTINGGUIDE.CHARCOGRAPHIC.COM/ROUTING) and the Shipping and Packing Instructions or the terms and conditions of this Purchase Order, the provisions of the Corporate Routing Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.

IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the invoice and conditions attached to this Purchase Order. If there is any conflict between the Corporate Reading Guide (which may be viewed at ROUTINGGUIDE.CHARMING.COM/ROUTE) using the ID CSMOUTE and password CSMOUTE and the Shipping and Packing Instructions or the terms and conditions of this Purchase Order, the provisions of the Corporate Reading Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.

TOTALS

IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions attached to this Purchase Order. If there is any conflict between the Corporate Routing Guide (which may be viewed at ROUTINGGUIDE.CHARMING.COM/ROUTES) using the ID CSEROUTE and password CSEROUTE) and the Shipping and Packing Instructions of this Purchase Order, the provisions of the Corporate Routing Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.

9849213		05/11/2005		09/28/2005		10/03/2005		10/05/2005		PAGE 2 of 2	
CHARMING SHOPPES OF DELAWARE, INC. FASHION BUG 450 WINKS LANE BENSALEM PA 19020-5983				SEND TOP 2 WKS PRIOR TO DELIVER				WILL SHIP TO: GREAT WHITE BEAR 1450 BROADWAY NY , 10018 05/19/05 FROM: C.S. INC. 215-245-9100			
LINE	QTY	UNIT	DESCRIPTION	SIZE	PRICE	AMOUNT					
02	81070	400	2401	081070	1X	BLACK	SNOWFLAKE TRIM ZIP HOODY				
							SUB TOTAL				
							FLAT 008 PC BUNDLE IN A POLYBAG .				
							BUNDLE - 1 - 2 - 2 - 1				
							FOR BUNDLES PER CARTON INFO - SEE ROUTING GUIDE				
							THIS LINE IS PACKED INDIVIDUALLY.				
							HANGTAGS HOLIDAY SNOWFLAKE 5/05				
							DUE 05/19/2005 FROM C.S. INC.				
							GARMENT LABELS PB TPOW WVN #128769 777				
							DUE 05/19/2005 FROM C.S. INC.				
							14/10W 1 945 13.00				
							18/20W 2 1,890 13.00				
							22/24W 2 1,890 13.00				
							26/28W 2 1,890 13.00				
							30/32W 1 945 13.00				
							8 3 0 7,560 98,280.00				
							TOTALS				
							17,984 233,702.00				

IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions attached to this Purchase Order. If there is any conflict between the Corporate Routing Guide (which may be viewed at ROUTINGGUIDE.CHARMING.COM/ROUTES) and the shipping and packing instructions or the terms and conditions of this Purchase Order, the provisions of the Corporate Routing Guide shall prevail.

PO NUMBER 9840219	DATE 05/11/2006	QUANTITY 09/26/2005	QUANTITY 10/09/2005	QUANTITY 10/09/2005	1 of 2
CHARMING SHOPPES OF DELAWARE, INC. FASHION BUG 400 WINKS LANE BENSALLEN PA 19020-5903		FASHION BUG MERCHANDISE ACCOUNTS PAYABLE P.O. BOX 1067 BENSALLEN PA 19020-5903		FB DISTRO INC 1801 S HWY 240 EAST GREENCASTLE IN 46135	
GREAT WHITE BEAR LLC 1450 BROADWAY SUITE 25 NEW YORK NY, 10018		Net 60 days + 3% Discount PLUS 4.00% - ALLOWANCES TERMS INCLUDE AN ADDITIONAL 2.0% ALLOWANCE FOR WAREHOUSE PROCESSING. FOB GRNCST/WHMRSH COLLECT:100% CHGBK		TRIANGLE TRANSPORT 84 HARBOR DRIVE, BLDG. 1 JERSEY CITY NJ 07305	
		SEND TOP 2 WKS PRIOR TO DELIVER		TYPE: WILL SHIP TO: GREAT WHITE BEAR RG - REGULAR 1450 BROADWAY DUE: NY 05/18/05 NY, 10018 FROM: C.S. INC. 215-245-9100	

LINE	ITEM	QTY	UNIT	PRICE	AMOUNT	DATE	DESCRIPTION	STATUS	DATE	AMOUNT
01	81070	400	2401	081070	R4	REALLY RED	SNOWFLAKE TRIM ZIP HOODY		14/01W	1,303
									18/20W	2,608
									22/24W	2,600
									26/28W	2,608
									30/32W	1,303
										10,424
										136,512.00

SUB TOTAL
 FLAT 008 PC BUNDLE IN A POLYBAG
 BUNDLE - 1 - 2 - 2 - 1
 FOR BUNDLES PER CARTON INFO - SEE ROUTING GUIDE
 THIS LINE IS PACKED INDIVIDUALLY.
 HANGTAGS HOLIDAY SNOWFLAKE 5/05
 DUE 05/13/2005 FROM C.S. INC.
 GARMENT LABELS FB TFSW WIN #128789 7/7
 DUE 05/13/2005 FROM C.S. INC.

CONTINUED ON NEXT PAGE

IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions attached to this Purchase Order. If there is any conflict between the Corporate Routing Guide (which may be viewed at ROUTINGGUIDES.CHARMING.COM/ROUTES) and the Shipping and Packing Instructions or the terms and conditions of this Purchase Order, the conditions of this Purchase Order shall prevail.

CONTINUED ON NEXT PAGE

ATTN: VENDOR NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions attached to this Purchase Order. If there is any conflict between the Corporate Reading Guide (which may be viewed at ROUTINGGUIDE.CHARMING.COM/ROUTH) using the ID CENROUTE and password CENROUTE) and the Shipping and Picking Instructions or the terms and conditions of this Purchase Order, the provisions of the Corporate Reading Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.

NUMBER 926-4566	PRINTED 07/14/2005	BEFORE DATE 07/14/2005	DELIVERY DATE 08/01/2005	DATE 08/01/2005	QUANTITY 400
CHARMING SHOPPES OF DELAWARE, INC. FASHION BUG 450 WINKS LANE BENSALEM PA 18020-8993			SEND TOP 2 WKS PRIOR TO DELIVER		
TYPE: REG - REGULAR RS - REGULAR DUE: 04/19/06 FROM: C.S. INC. 215-245-8100			WILL SHIP TO: GREAT WHITE BEAR 1450 BROADWAY NY, 10018		

VENDOR STYLE	DEPT CLASS	STYLE	ROUND CODE	COLOR	SIZE DESCRIPTION	SIZE	PER	SHIP	PACK	UNIT	COST
400	2841	081079	1X	BLACK	KNIT/WEVEN STRIPE 3/4	14/16W	1	1	1	854	8.50
						18/20W	2	2	2	1,808	8.50
						22/24W	2	2	2	1,808	8.50
						26/28W	2	2	2	1,808	8.50
						30/32W	1	1	1	954	8.50
SUB TOTAL											64,872.00
FLAT 008 PC BUNDLE IN A POLYBAG BUNDLE - 1 - 2 - 2 - 1 FOR BUNDLES PER CARTON INFO - SEE ROUTING GUIDE THIS LINE IS PACKED INDIVIDUALLY. GARMENT LABELS FB TFSW WVN #128769 7/7 DUE 04/19/2005 FROM C.S. INC.											
400	2841	081079	YO	CRUDE BROWN	KNIT/WEVEN STRIPE 3/4	14/16W	1	1	1	723	8.50
						18/20W	2	2	2	1,446	8.50
						22/24W	2	2	2	1,446	8.50
						26/28W	2	2	2	1,446	8.50
						30/32W	1	1	1	723	8.50
SUB TOTAL											48,164.00
FLAT 008 PC BUNDLE IN A POLYBAG BUNDLE - 1 - 2 - 2 - 1 FOR BUNDLES PER CARTON INFO - SEE ROUTING GUIDE THIS LINE IS PACKED INDIVIDUALLY. GARMENT LABELS FB TFSW WVN #128769 7/7 DUE 04/19/2005 FROM C.S. INC.											

TOTALS										25,168	213,828.00
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STANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions attached to this Purchase Order. If there is any conflict between the terms and conditions of this Purchase Order and the terms and conditions of the terms and conditions of this Purchase Order, the provisions of this Purchase Order shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day, and will apply to all such orders.

6087641	09/03/2005	04/25/2005	05/02/2005	05/04/2005	1 of 5
CHARMING SHOPPES OF DELAWARE, INC. FASHION BUG 480 WINKS LANE BENSALEM PA 19020-5993		FASHION BUG MERCHANDISE ACCOUNTS PAYABLE P.O. BOX 1067 BENSALEM PA 19020-5993		F B DISTRO INC 1901 S HWY 240 EAST GREENCASTLE IN 46135	
GREAT WHITE BEAR LLC 1450 BROADWAY SUITE 26 NEW YORK NY, 10018		Net 60 days + 3% Discount PLUS 4.00% - ALLOWANCES TERMS INCLUDE AN ADDITIONAL 2.0% ALLOWANCE FOR WAREHOUSE PROCESSING. FOB GRNCST/WHMRSH COLLEGT;100% CHGBK		TRIANGLE TRANSPORT 84 HARBOR DRIVE, BLDG. 1 JERSEY CITY NJ 07305	
		SEND TOP 2 WKS PRIOR TO DELIVER		TYPE: WILL SHIP TO: GREAT WHITE BEAR RG - REGULAR DUE: 08/09/05 FROM: C.S. INC. 215-245-9100	

S/S KETHOLE RHINestone TEE							
400	3021	08-4076	1X BLACK	14/16W	1	1,288	4.60
				18/20W	3	3,714	4.60
				22/24W	2	2,476	4.60
				28/28W	1	1,288	4.60
				30/32W	1	1,288	4.60
SUB TOTAL					8	9,804	45,558.40
FLAT 008 PC BUNDLE IN A POLYBAG					0		
BUNDLE - 1 - 3 - 2 - 1 - 1							
FOR BUNDLES PER CARTON INFO - SEE ROUTING GUIDE							
THIS LINE IS PACKED INDIVIDUALLY.							
HANGTAGS FOR HINGTG # 0124974 5/02							
DUE 09/09/2005 FROM O.S. INC.							
GARMENT LABELS FB STAMP STRETCH 7/04							
DUE 09/09/2005 FROM O.S. INC.							

CONTINUED ON NEXT PAGE

IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions attached to this Purchase Order. If there is any conflict between the Corporate Routing Guide (which may be viewed at ROUTINGGUIDE.CHARMINGSHOPPES.COM/ROUTE) and the Shipping and Packing Instructions or the terms and conditions of this Purchase Order, the provisions of the Corporate Routing Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.

6867641

03/03/2005

04/25/2005

05/02/2005

05/04/2005

CHARMING SHOPPES OF DELAWARE, INC.
FASHION BUG
480 WINKS LANE
BENSALEM
PA 18020-5893

SEND TOP 2 WKS PRIOR TO DELIVER

2 of 5

WILL SHIP TO: GREAT WHITE BEAR
1450 BROADWAY
NY
NY 10018
03/09/05
FROM: C.S. INC. 215-245-8100

TYPE:
RG - REGULAR
DUE:
03/09/05
FROM: C.S. INC. 215-245-8100

Q2	400	3021	08-078	1A	WHITE	8/S KEYHOLE RHINSTONE TEE	14/16W	1	3	820	4.60
							16/20W	2	2	2,760	4.60
							22/24W	1	1	1,840	4.60
							26/28W	1	1	920	4.60
							30/32W	1	1	920	4.60
								5	0	7,380	33,853.00
<p>SUB TOTAL</p> <p>FLAT 008 PC BUNDLE IN A POLYBAG</p> <p>BUNDLE - 1- 3- 2- 1- 1</p> <p>FOR BUNDLES PER CARTON INFO - SEE ROUTING GUIDE</p> <p>THIS LINE IS PACKED INDIVIDUALLY.</p> <p>HANGTAGS FOR HANGTG # 0124874 5/02</p> <p>DUE 03/08/2005 FROM C.S. INC.</p> <p>GARMENT LABELS PB STAMP NON-STRETCH 7/04</p> <p>DUE 03/08/2005 FROM C.S. INC.</p>											

CONTINUED ON NEXT PAGE

IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions attached to this Purchase Order. If there is any conflict between the Corporate Reading Guide (which may be viewed at ROUTINGGUIDE.CHARMING.COM/ROUTING) and the Shipping and Packing Instructions for the terms and conditions of this Purchase Order, the provisions of the Corporate Reading Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders and on the same day and will apply to all such orders.

IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions attached to this Purchase Order. If there is any conflict between the Corporate Buying Guide (which may be viewed at ROUTINGSLIZER.CHARMING.COM/ROUTE) using the ID C8R0UTE and purchased C8R0ITEM and the Shipping and Packing Instructions or the terms and conditions of this Purchase Order, the provisions of the Corporate Buying Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.

1

WILL SHIP TO: GREAT WHITE BEAR
1450 BROADWAY
NY
NY , 10018

TYPE: RG - REGULAR
DUE: 08/09/05
FROM: C.S., INC., 215-245-9100

FILE.
RG - REGULAR
DUE:
08/09/05
FROM: C.S., INC. 215-245-9100
1450 BROADWAY
NY NY : 10018

UNIT	QUANTITY	UNIT PRICE	AMOUNT	TOTAL
14/16W	1	4.00	4.00	
18/20W	3	4.00	12.00	
22/24W	2	4.00	8.00	
26/28W	1	4.00	4.00	
30/32W	1	4.00	4.00	
SUB TOTAL	8			11,113.60
<p>FLAT Q08 PC BUNDLE IN A POLYBAG BUNDLE - 1- 8- 2- 1- 1 FOR BUNDLES PER CARTON INFO - SEE ROUTING GUIDE THIS LINE IS PACKED INDIVIDUALLY. HANGTAGS PUR HWGTG # 0124974 5/02 DUE 08/09/2005 FROM O.S. INC. GARMENT LABELS FB STAMP STRETCH 7/04 DUE 08/09/2005 FROM O.S. INC.</p>				
TOTALS				
				139,104.00

IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions attached to this Purchase Order. If there is any conflict between the Corporate Buying Guide (which may be viewed at SCOUTINGGUIDE.CHARMING.COM/BUYER) and the Shipping and Packing Instructions or the terms and conditions of this Purchase Order, the provisions of the Corporate Buying Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.

6887641

03/03/2005

04/25/2005

05/02/2005

05/04/2005

L1 of L2

TERMS AND CONDITIONS: As used herein "Domestic Purchase Order" shall refer to merchandise purchased other than through a foreign (non-U.S.) Letter of Credit; "Overseas Purchase Order" shall mean merchandise purchased through a foreign (non-U.S.) Letter of Credit. This Purchase Order is subject to, and Vendor agrees to comply with, all of the provisions of Purchaser's "Corporate Routing Guide", as same may be amended from time to time, which provisions are incorporated herein by reference. In the event of any conflict between the provisions of this Purchase Order and the Corporate Routing Guide, the provisions of the Corporate Routing Guide shall prevail. The provisions of this Purchase Order on the face hereof are incorporated herein by reference.

1. DELIVERY: Time is of the essence in this contract, and if delivery of merchandise is not made in the quantities, at the time or in the manner specified, Purchaser reserves the right, without liability and at its option, and in addition to any other rights and remedies to (a) reject the merchandise and cancel this Order or (b) accept the merchandise with a re-negotiated price and/or charge Vendor as set forth in Purchaser's Corporate Routing Guide and/or direct expedited routing of the merchandise. In the event Purchaser directs expedited routing of the merchandise, Vendor shall reduce the price of the merchandise in cost between expedited routing and the usual routing cost and shall include such reduction in the price of the merchandise on the invoice. Vendor shall be charged back for all costs incurred to correct any deviations from any instructions in Purchaser's Corporate Routing Guide. All such charges and chargebacks shall be deducted from any payments due Vendor, whether under this Purchase Order or otherwise. Merchandise shall be deemed delivered upon acceptance at designated location for delivery, (i.e., consolidator, distribution center, third party facility, attorney's office or address).

2. SHIPPING INSTRUCTIONS: Shipping to be in accordance with instructions on face hereof and Corporate Routing Guide. Freight charges to be assessed as per Corporate Routing Guide.

3. AUTHORIZATION: Purchaser will not be responsible for any merchandise delivered unless specifically authorized by written Purchase Order on this form.

4. MODIFICATION OF ORDER: Modifications to this Order, or changes in the merchandise ordered, may only be authorized by instance by Purchaser of new or revised Purchase Order which incorporates new terms.

5. PRICE: Vendor's prices shall be as set forth on face hereof, unless modified as provided herein. Vendor's price is subject to adjustment for discounts, allowances, and chargebacks imposed by Purchaser. Vendor will pay for all freight, tickets and labels supplied by Purchaser.

6. INVOICES

A. Domestic Purchase Order. Each invoice must indicate where merchandise was shipped to and must be accompanied by executed copies of all shipping papers. Said itemized invoices directly to Merchandise Accounts Payable at the address specified in the Corporate Routing Guide. Each invoice must be accompanied by executed copies of all shipping papers and must show this Purchase Order Number.

B. Overseas Purchase Order. All invoices must be written in the English language and the Vendor's invoice must specify the country of origin, Purchase Order Number, the style shown on Purchase Order and quantities shipped. Vendor's invoices must state the component material in the merchandise, the quantity by weight or percentage of each component material, which component material is in short weight, the net weight per dozen of each size and all other data required by the laws of the United States of America and the regulations of the U.S. Bureau of Customs and Border Protection ("CBP").

7. PLACE OF CONTRACT: This Purchase Order and any acceptance thereof shall constitute a contract governed by the laws of the state of the Purchase Order.

8. INSPECTION AND ACCEPTANCE: RETURN OF MERCHANDISE AND CANCELLATION: This Order is subject to approval of samples in accordance with requirements of Corporate Routing Guide. Merchandise is from sample or order, or is not as represented, or fails to conform to the requirements of this Purchase Order; the sample or all specifications, or fails to conform to any of the requirements of the Corporate Routing Guide. Purchaser may, in addition to all other remedies, return merchandise at Vendor's expense or hold issue subject to agreement on price modifications. Vendor shall also be liable for all actual and consequential damages, including without limitation loss of profits and attorney's fees in connection therewith. If Vendor shall refuse to issue a Return to Vendor authorization, Purchaser may dispose of said merchandise without any further liability to Vendor except for proceeds of sale (if any), less all costs incurred in storing, handling and disposing of said merchandise. If Vendor has previously been paid, then Vendor shall, at Purchaser's option, reimburse or credit Purchaser all sums paid for such merchandise in addition to all costs incurred in storing, handling and disposing of said merchandise. Purchaser may take said credit against all other current or future invoices from Vendor. All disputes regarding merchandise noted for quality deviations, but not returned to Vendor, shall be resolved as per Quality Assurance Resolution guidelines in Corporate Routing Guide.

9. PAYMENT: Payment is conditioned upon clearance by CBP and full release for consumption of the merchandise into the U.S. If the merchandise is not cleared by CBP and fully released for consumption into the U.S., Purchaser reserves the right to cancel this Purchase Order and to withhold payment. Purchaser may set off against amounts payable under this Order, and all other payments due Vendor, all present and future claims by Purchaser arising from this or any other transaction, whether or not related to each other. Vendor agrees that any credit balance will be paid in cash to Purchaser upon written request. A Domestic Purchase Order. Payment shall be made by Purchaser in accordance with the terms set forth on the face hereof. All dating shall begin at the date of acceptance of the merchandise by Purchaser. On all E.O.M. datings, merchandise accepted after the 20th of any month shall be payable as if received in the following month. Invoices shall be mailed on the same day merchandise is shipped. B. Overseas Purchase Order. As per Foreign Letter of Credit.

10. PATENTS, TRADEMARKS, COPYRIGHTS: Vendor represents that the purchase evidenced by this Purchase Order, subsequent sale by Purchaser to customer or use of the merchandise purchased by customers do not infringe any patent, trademark, copyright or any other intellectual property rights. In the event that the merchandise is the subject of legal action against Purchaser by reason of patent, trademark or copyright infringement or similar claims involving merchandise at Vendor's expense. Vendor shall reimburse Purchaser the cost of said returned merchandise, in addition to all costs and expenses, including attorney's fees, in connection therewith. Purchaser may return merchandise to Vendor for sale or disposal, including loss of profits and attorney's fees, at its option. Vendor may not sell or dispose of any of its trademarks or price sheets, without the prior written consent of Purchaser. Vendor may not sell or dispose of any trademarks or price sheets without the prior written consent of Purchaser. All such trademarks and price sheets must be removed prior to disposal by Vendor.

11. INDEMNITY: In accepting this Order, Vendor agrees that it will indemnify, save harmless and defend Purchaser, and those for whom Purchaser is acting as agent, from all liability, loss, damage to property or injury to persons arising in any manner out of or incident to the performance of this Purchase Order, or the sale and use of the merchandise by customer.

12. VENDORS WARRANTIES: Vendor hereby warrants that all of the merchandise furnished shall be of merchantable quality and fit for Purchaser's purposes and that it shall conform to Purchaser's specifications and Vendor's

AGREEMENT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions attached to this Purchase Order. If there is any conflict between the Corporate Routing Guide (which may be viewed at ROUTINGGUIDE.CHEMUNG.COM/ROUTES) using the ID CHEMUNGS and the Shipping and Packing Instructions or the terms and conditions of this Purchase Order, the provisions of the Corporate Routing Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.

6857541

03/03/2005

04/25/2015

DECEMBER

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L2 of L2

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IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions attached to this Purchase Order. If there is any conflict between the Corporate Buying Guide (which may be viewed at BOUYINGGUIDE.CHAMBERS.COM/BOUYING) and the Shipping and Packing Instructions or the terms and conditions of this Purchase Order, the provisions of the Corporate Buying Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.

TOTALS

IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions attached to this Purchase Order. If there is any conflict between the Corporate Buying Guide (which may be viewed at ROUTINGGUIDE.CHANGEMING.COM/BOU0016) using the ID **CEB00176** and password **CEBU0016** and the Shipping and Packing Instructions of the terms and conditions of this Purchase Order, the provisions of the Corporate Buying Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.

8946213	05/11/2005	06/28/2005	10/03/2005	1 of 2
CHARMING SHOPPES OF DELAWARE, INC. 450 WINKS LANE BENSALEM PA 19020-5983	FASHION BUG MERCHANDISE ACCOUNTS PAYABLE P.O. BOX 1087 BENSALEM PA 19020-5983	F B DISTRO INC 1801 S HWY 240 EAST GREENCASTLE IN 46135	TRIANGLE TRANSPORT 84 HARBOR DRIVE, BLDG. 1 JERSEY CITY NJ 07305	
GREAT WHITE BEAR LLC 1450 BROADWAY SUITE 25 NEW YORK NY, 10018	Net 60 days + 3% Discount PLUS 4.00% - ALLOWANCES TERMS INCLUDE AN ADDITIONAL 2.0% ALLOWANCE FOR WAREHOUSE PROCESSING. FOB GRINCSINWHRSH COLLECT 100% CHGBK	TYPE: WILL SHIP TO: GREAT WHITE BEAR RG - REGULAR DUE: 05/13/05 FROM: C.S. INC. 215-245-9100		
01 81070	400 2401 081070 R4 REALLY RED	SNOWFLACK TRIM ZIP HOODY	14716W 1 1,303	13
			1820W 2 2,908	13
			2224W 2 2,908	13
			2628W 2 2,908	13
			3032W 1 1,303	13
			8 0 10,424	135,512
		SUB TOTAL		
		FLAT 008 PC BUNDLE IN A POLYBAG		
		BUNDLE - 1 - 2 - 2 - 1		
		FOR BUNDLES PER CARTON INFO - SEE ROUTING GUIDE		
		THIS LINE IS PACKED INDIVIDUALLY.		
		HANGTAGS HOLIDAY SNOWFLAKE 5/05		
		DUE 05/19/2005 FROM C.S. INC.		
		GARMENT LABELS FB TFSN WVN #128768 7/7		
		DUE 06/18/2005 FROM C.S. INC.		

CONTINUED ON NEXT PAGE

IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions attached to this Purchase Order. If there is any conflict between the terms and conditions of this Purchase Order and the terms and conditions of the standard terms and conditions of the Purchaser Order, the terms and conditions of this Purchase Order shall prevail.

TOTALS		17,384	233,792.00
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IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions attached to this Purchase Order. If there is any conflict between the Corporate Buying Guide (which may be viewed at ROUTINGGUIDE.CHEARMING.COM/ROUTES using the ID **CHEROUTE** and password **CHEGUIDE**) and the Shipping and Packing Instructions or the terms and conditions of this Purchase Order, the provisions of the Corporate Buying Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.

925-4506	07/14/2005	07/04/2005	08/03/2005	2 of 2
CHARMING SHOPPES OF DELAWARE, INC. FASHION BUG 480 WINKS LANE BENSALEM PA 19020-5993		SEND TOP 2 WKS PRIOR TO DELIVER		
TYPE: WILL SHIP TO: GREAT WHITE BEAR RG - REGULAR 1450 BROADWAY DUE: NY , 10018 04/19/05 FROM: C.S. INC. 215-245-9100				

LINE	VENDOR	QTY	UNIT	DESCRIPTION	SIZE	UNIT PRICE	TOTAL PRICE
02				KNIT/NOVEN STRIPE 3/4			
	400	2841	081079	1X BLACK	14/16W	1	854
					18/20W	2	1,908
					22/24W	2	1,908
					26/28W	2	1,908
					30/32W	1	854
				SUB TOTAL		8	7,632
				FLAT 008 PC BUNDLE IN A POLYBAG			
				BUNDLE - 1- 2- 2- 2- 1			
				FOR BUNDLES PER CARTON INFO - SEE ROUTING GUIDE			
				THIS LINE IS PACKED INDIVIDUALLY,			
				GARMENT LABELS FB TFSW WVN #128769 7/7			
				DUE 04/19/2005 FROM C.S. INC.			
03				KNIT/NOVEN STRIPE 3/4			
	400	2841	081079	YO CRUDE BROWN	14/16W	1	723
					18/20W	2	1,446
					22/24W	2	1,446
					26/28W	2	1,446
					30/32W	1	723
				SUB TOTAL		8	5,784
				FLAT 008 PC BUNDLE IN A POLYBAG			
				BUNDLE - 1- 2- 2- 2- 1			
				FOR BUNDLES PER CARTON INFO - SEE ROUTING GUIDE			
				THIS LINE IS PACKED INDIVIDUALLY,			
				GARMENT LABELS FB TFSW WVN #128769 7/7			
				DUE 04/19/2005 FROM C.S. INC.			
TOTALS							213,928.00

IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the invoice and conditions specified on the invoice. If there is any conflict between the Corporate Buying Guide (which may be viewed at ROUTINGGUIDE.CHARMING.COM/ROUTE) using the ID CHROUTING and password CHROUTING and the shipping and packing instructions or the terms and conditions of this Purchase Order, the provisions of the Corporate Buying Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.

925-4588

07/14/2008

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L1 of L2

TERMS AND CONDITIONS As used herein "Domestic Purchase Orders" shall refer to merchandise purchased other than through a foreign (non-U.S.) Letter of Credit; "Overseas Purchase Orders" shall mean merchandise purchased through a foreign (non-U.S.) Letter of Credit. This Purchase Order is subject to, and Vendor agrees to comply with, all of the provisions of Purchaser's "Corporate Rostering Guide" as such may be amended from time to time, which provisions are incorporated herein by reference. In the event of any conflict between the provisions of this Purchase Order and the Corporate Rostering Guide, the provisions of the Corporate Rostering Guide shall prevail. The provisions of the Purchase Order on the flip hereof are incorporated herein by reference.

1. DELIVERY. Time is of the essence in this contract, and if delivery of merchandise is not made in the quantities, at the time or in the manner specified, Purchaser reserves the right, without liability and at its option, and in addition to any other rights and remedies to (a) reject the merchandise and cancel this Order or (b) accept the merchandise with a negotiated price and/or change Vendor as set forth in Purchaser's Corporate Rounding Guide and/or direct expedited routing of the merchandise. In the event Purchaser directs expedited routing of the merchandise, Vendor shall reduce the price of the merchandise on the invoice. Vendor shall be charged back for all costs incurred to correct any deviations from any instructions in Purchaser's Corporate Rounding Guide and shall include such reduction in the price of the merchandise on the invoice. All such charges and chargebacks shall be debited from any payments due Vendor, whether under this Purchase Order or otherwise. Merchandise shall be deemed delivered upon receipt of delivery, (i.e., consolidation, distribution center, third party facility, steamship line or airline).

2. SHIPPING INSTRUCTIONS Shipment to be in accordance with instructions on face hereof and Corporate Posting Guide.

A. MODIFICATION OF ORDER Modifications to this Order, or changes in the merchandise ordered, must be made in writing and will not be responsible for any merchandise delivered unless specifically authorized by written Purchase Order on this form.

F.P.R.C.B. Vendor's prices shall be as set forth on these hereto, unless modified as provided herein. Vendor's price is subject to adjustment for discounts, allowances, tickets and labels supplied by Purchaser. Vendor may only be authorized by Purchaser or revised Purchase Order which incorporates new terms, conditions, specifications, etc., may only be authorized by Purchaser.

[illegible]

6. INVOICES

A. Domestic Purchase Orders. Each invoice must indicate where merchandise was shipped to and must be accompanied by executed copies of all shipping papers. Send itemized invoices directly to Merchandise Accounts Payable at the address specified in the Corporate Buying Guide. Each invoice must be accompanied by executed copies of all shipping papers and must show the Purchase Order Number.

B. Overseas Purchase Orders. All invoices must be accompanied by executed copies of all shipping papers and must show the Purchase Order Number.

3. **Overseas Purchase Orders.** All invoices must be written in the English language and the Vendor's invoice must specify the country of origin. Purchase Order Number, the style shown on Purchase Order and quantities shipped. Vendor's invoice must state the component material in the manufacturers, the quantity by weight or percentage of each component material, which component material is in each weight, the net weight per dozen of each size and all other data required by the laws of the United States of America and the regulations of the U.S. Bureau of Customs and Border Protection ("CBP").

PLACE OF CONTRACT. This Purchase Order and any acceptance thereof shall constitute a contract between the parties. The place of contract shall be the place of the Vendor's principal place of business.

4. **Shipping and Insurance.** The Vendor shall be responsible for the cost of shipping and insurance for the goods. The Vendor shall be responsible for the cost of shipping and insurance for the goods. The Vendor shall be responsible for the cost of shipping and insurance for the goods.

subject to Purchaser's inspection and approval within a reasonable time after delivery. This Order is subject to approval of order in accordance with the terms of the Purchase Order.

at Vendor's expense, and to return to Vendor, or to samples in accordance with requirements of Corporate Rounding Guide. Merchandise in return sample or order, or as not as represented, shall be returned to Vendor, or to samples in accordance with requirements of Corporate Rounding Guide. Vendor reserves the right to cancel this Order or any unutilized portion thereof, prior to or after shipment, if merchandise delivered differs from the requirements of this Purchase Order, the sample or all specifications, or fails to conform to any of the requirements of the Corporate Rounding Guide. Vendor shall also be liable for all actual and consequential damages, including lost profits and attorney's fees, if Vendor fails to deliver merchandise in accordance with the requirements of this Purchase Order. Vendor shall, at Purchaser's option, reimburse or credit Purchaser all sales taxes paid by Purchaser on merchandise returned to Vendor, or to samples in accordance with requirements of Corporate Rounding Guide. Merchandise returned to Vendor, or to samples in accordance with requirements of Corporate Rounding Guide, shall be resold as per Quality Assurance Association guidelines in Corporate Rounding Guide. Payment is conditioned upon clearance by CBEP and shall release for consumption of the merchandise. Payment is conditioned upon clearance by CBEP and shall release for consumption of the merchandise. Payment is conditioned upon clearance by CBEP and shall release for consumption of the merchandise. Payment is conditioned upon clearance by CBEP and shall release for consumption of the merchandise.

Vendor reserves the right to cancel this Purchase Order and to withhold payment. Purchaser may not offset against amounts payable under this Order, and all other payments due Vendor, all present and future claims by Purchaser on Vendor, or any other transaction, whether or not related to each other. Vendor agrees that any credit balance will be paid in cash to Purchaser upon written request. A Domestic Purchase Order. Payment shall be made by check or money order payable to the order of Vendor at the date of acceptance of the merchandise by Purchaser. On all E.O.M. datings, merchandise accepted after the 25th of any month shall be paid by check or money order payable to the order of Vendor on the 10th of the following month. Invoices shall be mailed on the same day merchandise is shipped. B. Overseas Purchase Order. As per Foreign Letter of Credit.

[illegible]

...in any manner out of or incident to the performance of this Purchase Order, or the sale and use of the merchandise by customers. ... damages to property or injury to persons ...

VENTNOR'S WAIVER AGREEMENT

IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions attached to this Purchase Order. If there is any conflict between the terms and conditions of this Purchase Order and the terms and conditions of the Corporate Routing Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on this same day and will apply to all such orders.

14. **EXPERTISE IN DOCUMENTATION** Unless otherwise indicated, the acceptance of merchandise as per F.O.B. terms of sale, without reservation of title, shall be held to constitute acceptance of the merchandise in accordance with the terms of the purchase order. The acceptance of merchandise as per F.O.B. terms of sale, without reservation of title, shall be held to constitute acceptance of the merchandise in accordance with the terms of the purchase order. The acceptance of merchandise as per F.O.B. terms of sale, without reservation of title, shall be held to constitute acceptance of the merchandise in accordance with the terms of the purchase order.

Vendor shall be responsible for timely procuring and providing to Purchaser all necessary export/import licenses, certificates of origin, documentation, forms statement and information appropriate and/or necessary for importation into and full release for consumption into the customs territory of the United States. Vendor further warrants and agrees that any accompanying warehousing agreement between the United States and the country of origin and any amendments thereto, and that any tariff category reflected thereon accurately describes the exported merchandise. Any denial of entry by the CRP due to improper visa, invalid visa, lack of visa, or the failure of a visa to economically reflect the applicable quota category or categories shall entitle Purchaser, at its discretion, and without prejudice, to cancel this order or any unfilled portion thereof, and/or to withhold payment to Vendor and to actual and consequential damages, including but not limited to, loss of profits and attorney's fees in connection with such breach and any penalties or liquidated damages assessed by or paid to the CRP. Requirements pertaining to the Country of Origin Declaration are contained in Section 12.

15. ENTIRE AGREEMENT The terms and conditions of this Purchase Order shall be deemed to be accepted by Vendor upon Vendor's shipment of merchandise set forth on the face hereof, or upon Vendor's acceptance in any other manner provided by the Uniform Commercial Code including but not limited to Sections 2-201 and 2-206 thereof. This contract and Purchaser's Corporate Rounding Guide, as amended from time to time, contains the entire agreement between the parties. The terms and conditions hereof cannot be superseded by those contained in any sales contract, confirmation, acknowledgment, sales agreement, invoice or other such document sent by Vendor pertaining to the same merchandise. This contract may only be amended to Purchaser's Rounding Guide, and no other claim of modification, termination or waiver shall be binding on Purchaser unless in writing signed by a duly authorized representative of Purchaser. Neither Purchaser's acceptance of merchandise and services shall constitute acceptance by Purchaser of any such additional or different terms. All modifications to the Overseas Purchase Order must be made by agreed upon amendments to the Foreign Letter of Credit unless such replacement is waived by Purchaser. This Purchase Order may not be amended or transferred without the prior written consent of the Purchaser.

IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions attached to this Purchase Order. If there is any conflict between the Corporate Buying Guide (which may be viewed at ROUTINGGUIDE.CHARMING.COM/ARTICLE) using the ID **CHEROUTE** and password **C880UIDE**) and the Shipping and Packing Instructions or the terms and conditions of this Purchase Order, the provisions of the Corporate Buying Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.

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TOTALS

IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions attached to this Purchase Order. If there is any conflict between the Corporate Ronting Guide (which may be viewed at ROUTINGGUIDE.CHARMING.COM/ROUTES) using the ID C8R0UTE and purchased C8R0UTED and the Shipping and Packing Instructions or the terms and conditions of this Purchase Order, the provisions of the Corporate Ronting Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.

CONTINUED ON NEXT PAGE

CHARMING SHOPPES OF DELAWARE, INC.
FASHION BUG
450 WINKS LANE
BENSALEM PA 19020-5693

SEND TOP 2 WKS PRIOR TO DELIVER

07/13/2005

2012

TYPE: RG - REGULAR
RG - REGULAR
DUE: 04/19/05
FROM: C.S. INC. 215-245-9100

LINE NO.	QTY	UNIT	DESCRIPTION	SIZE	UNIT PRICE	TOTAL PRICE	TAX	NET TOTAL
02	400	2841	081079	1X	BLACK	KNIT/WOVEN STRIPE L/S		
						</		

IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agreed to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions attached to this Purchase Order. If there is any conflict between the Corporate Routing Guide (which may be viewed at ROUTINGGUIDE.CHARMING.COM/ROUTES) using the ID CSRCOUTR and purchased C88000000 and the Shipping and Packing Instructions or the terms and conditions of this Purchase Order, the provisions of the Corporate Routing Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.

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03/15/2005

07/04/2005

07/11/2005

07/13/2005

L1 of L2

TERMS AND CONDITIONS: As used herein "Domestic Purchase Orders" shall refer to merchandise purchased other than through a foreign (non-U.S.) Letter of Credit. "Overseas Purchase Orders" shall mean merchandise purchased through a foreign (non-U.S.) Letter of Credit. This Purchase Order is subject to, and Vendor agrees to comply with, all of the provisions of Purchaser's "Corporate Rostering Guide", as same may be amended from time to time. The provisions of the Purchase Order on the face hereof are incorporated herein by reference. In the event of any conflict between the provisions of this Purchase Order and the Corporate Rostering Guide, the provisions of the Corporate Rostering Guide shall prevail.

1. DELIVERY: Time is of the essence in this contract, and if delivery of merchandise is not made in the quantities, at the time or in the manner specified, Purchaser reserves the right, without liability and at its option, and in addition to any other rights and remedies to (a) reject the merchandise and cancel this Order or (b) accept the merchandise with a negotiated price and/or charge Vendor as set forth in Purchaser's Corporate Rostering Guide and/or direct expedited routing of the merchandise. In the event Purchaser directs expedited routing of the merchandise, Vendor shall reduce the price of the merchandise by the difference in cost between expedited routing and the usual routing. All such charges and chargebacks shall be deducted from any payments due Vendor, whether under this Purchase Order or otherwise. Merchandise shall be deemed delivered upon acceptance at designated location for delivery, (i.e., consolidated, distribution center, third party facility, stevedore line or airline).

2. SHIPPING INSTRUCTIONS: Shipping to be in accordance with instructions on face hereof and Corporate Rostering Guide. Freight charges to be assessed as per Corporate Rostering Guide.

3. AUTHORIZATION: Purchaser will not be responsible for any merchandise delivered unless specifically authorized by written Purchase Order on this form.

4. MODIFICATION OF ORDER: Modifications to this Order, or changes in the merchandise ordered, may only be authorized by issuance by Purchaser of new or revised Purchase Order which incorporates new terms, hangings, tickets and labels supplied by Purchaser.

5. PRICE: Vendor's prices shall be as set forth on face hereof, unless modified as provided herein. Vendor's price is subject to adjustment for discounts, allowances, and chargebacks imposed by Purchaser. Vendor will pay for all

6. INVOICES

A. Domestic Purchase Orders. Each invoice must indicate where merchandise was shipped to and must be accompanied by executed copies of all shipping papers. Said itemized invoices directly to Merchandise Accounts Payable at the address specified in the Corporate Rostering Guide. Each invoice must be accompanied by executed copies of all shipping papers and must show this Purchase Order Number.

B. Overseas Purchase Orders. All invoices must be written in the English language and the Vendor's invoice must specify the country of origin, Purchase Order Number, the style shown on Purchase Order and quantities shipped. Vendor's invoices must state the component material in the merchandise, the quantity by weight or percentage of each component material, which component material is in chief weight, the net weight per dozen of each size and all other data required by the laws of the United States of America and the regulations of the U.S. Bureau of Customs and Border Protection ("CBP").

7. PLACE OF CONTRACT: This Purchase Order and any acceptance thereof shall constitute a contract governed by the laws of the state of the Purchaser's address set forth on the face of this Purchase Order.

8. INSPECTION AND ACCEPTANCE, RETURN OF MERCHANDISE AND CANCELLATION: This Order is subject to approval of samples in accordance with requirements of Corporate Rostering Guide. Merchandise is subject to Purchaser's inspection and approval within a reasonable time after delivery. Purchaser reserves the right to cancel this Order or any unfilled portion thereof prior to or after shipment, if merchandise delivered differs from sample or order, or is not as represented, or fails to conform to the requirements of this Purchase Order, the sample or all specifications, or fails to conform to any of the requirements of the Corporate Rostering Guide. Purchaser may, in addition to all other remedies, return merchandise at Vendor's expense or hold items subject to agreement on price modification. Vendor shall also be liable for all actual and consequential damages, including without limitation loss of profits and attorney's fees in connection therewith. If Vendor shall refuse to issue a Return to Vendor authorization, Purchaser may dispose of said merchandise without any further liability to Vendor except for proceeds of sale (if any), less all costs incurred in storing, handling and disposing of said merchandise. If Vendor has previously been paid, then Vendor shall, at Purchaser's option, reimburse or credit Purchaser all sums paid for such merchandise in addition to all costs incurred in storing, handling and disposing of said merchandise. Purchaser may take said credit against all other current or future invoices from Vendor. All disputes regarding merchandise used for quality deviations, but not returned to Vendor, shall be resolved as per Quality Assurance Resolution guidelines in Corporate Rostering Guide.

9. PAYMENT: Payment is conditioned upon clearance by CBP and full release for consumption of the merchandise into the U.S. If the merchandise is not cleared by CBP and fully released for consumption into the U.S., Purchaser reserves the right to cancel this Purchase Order and to withhold payment. Purchaser may set off against accounts payable under this Order, and all other payments due Vendor, all present and future claims by Purchaser arising from this or any other transaction, whether or not related to each other. Vendor agrees that any credit balance will be held in order to Purchaser upon written request. A Domestic Purchase Order. Payment shall be made by Purchaser in accordance with the terms set forth on the face hereof. All dating shall begin at the date of acceptance of the merchandise by Purchaser. On all E.O.M. datings, merchandise accepted after the 30th of any month shall be payable as if received in the following month. Invoices shall be mailed on the same day merchandise is shipped. B. Overseas Purchase Orders. As per Foreign Letter of Credit.

10. PATENTS, TRADEMARKS, COPYRIGHTS: Vendor represents that the merchandise evidenced by this Purchase Order, subsequent sale by Purchaser to customers or use of the merchandise purchased by customers do not infringe any patent, trademark, copyright or any other intellectual property right. In the event that the merchandise is the subject of legal action against Purchaser by reason of patent, trademark or copyright infringement or similar claims, Vendor shall indemnify and hold Purchaser harmless from any and all liability by reason of such infringement and shall assume all costs and expenses, including attorney's fees, in connection therewith. Purchaser may return remaining merchandise at Vendor's expense. Vendor shall reimburse Purchaser the cost of said returned merchandise, in addition to any expenses, losses, costs and damages, including loss of profits and attorney's fees, are to be added to the merchandise, such permission is expressly limited to the merchandise sold pursuant to this Purchase Order. Vendor may not sell or dispose of any trademarks or prior trademarks, including merchandise which is not accepted or is rejected by Purchaser. All such trademarks and prior trademarks must be removed prior to disposal by Vendor.

11. INDEMNITY: In accepting this Order, Vendor agrees that it will indemnify, save harmless and defend Purchaser, and those for whom Purchaser is acting as agent, from all liability, loss, damage to property or injury to persons arising in any manner out of or incident to the performance of this Purchase Order, or the sale and use of the merchandise by customers.

12. VENDOR'S WARRANTIES. Vendor hereby warrants that all of the merchandise furnished shall be of merchantable quality and fit for Purchaser's purposes and that it shall conform to Purchaser's specifications and Vendor's

IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions attached to this Purchase Order. If there is any conflict between the Corporate Rostering Guide (which may be viewed at ROUTINGGUIDE.CHANGING.COM/ROUTES) and the Shipping and Packing Instructions or the terms and conditions of this Purchase Order, the provisions of the Corporate Rostering Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.

IMPORTANT NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser to accept the merchandise specified on the terms and conditions specified on this Purchase Order. If there is any conflict between the Corporate Buying Guide (which may be viewed at ROUTINGGUIDE.CEARMARK.COM/ROUTE) using the ID CHIROUZE and password CHIROUZE and the Shipping and Packing Instructions or the terms and conditions of this Purchase Order, the provisions of the Corporate Buying Guide shall prevail. Only one set of terms and conditions will be sent with each purchase order and on the same day and will apply to all such orders.

07/14/2005		08/01/2005		08/03/2005		1 of 2	
CHARMING SHOPPES OF DELAWARE, INC. FASHION BUG 450 WINKS LANE BENSALEM PA 19020-5983		FASHION BUG MERCHANDISE ACCOUNTS PAYABLE P.O. BOX 1067 BENSALEM PA 19020-5983		F B DISTRO INC 1901 S HWY 240 EAST GREENCASTLE IN 46135			
GREAT WHITE BEAR LLC 1450 BROADWAY SUITE 26 NEW YORK NY, 10018		Net 60 days + 3% Discount PLUS 4.00% - ALLOWANCES TERMS INCLUDE AN ADDITIONAL 2.0% ALLOWANCE FOR WAREHOUSE PROCESSING, FOB GRNCST/WHRSH COLLECT; 100% CHGBK		TRIANGLE TRANSPORT 84 HARBOR DRIVE, BLDG. 1 JERSEY CITY NJ 07306			
		SEND TOP 2 WKS PRIOR TO DELIVER		TYPE: WILL SHIP TO GREAT WHITE BEAR HQ - REGULAR 1450 BROADWAY DU: NY , 10018 FROM: C.S. INC. 215-245-8100			
400 2841 051079 QA SKYWALK BLUE KNIT/WOVEN STRIPE 3/4		SUB TOTAL		14716W 1 1,468		8.50	
		FLAT OOB PO BUNDLE IN A POLYBAG		18/20W 2 2,938		8.50	
		BUNDLE : 1 - 2 - 2 - 1		22/24W 2 2,938		8.50	
		FOR BUNDLES PER CARTON INFO - SEE ROUTING GUIDE		28/28W 2 2,938		8.50	
		THIS LINE IS PACKED INDIVIDUALLY.		30/32W 1 1,468		8.50	
		GARMENT LABELS FB TFSW WVN #128769 7/7		8 0 11,762		59,852.00	
		DUE 04/18/2005 FROM C.S. INC.					

CONTINUED ON NEXT PAGE

ATTENTION NOTICE TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions specified on this Purchase Order. If there is any conflict between the Routing Guide (which may be viewed at ROUTINGGUIDE.CHARMING.COM) and the purchase order, the Routing Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day and will apply to all such orders.

2 of 2

WILL SHIP TO GREAT WHITE BEAR
1450 BROADWAY
NY NY 10018
TYPE: RG - REGULAR
DUE: 04/19/05
FROM: C.S. INC. 215-245-8100

ATTENTION TO ALL VENDORS: Vendor hereby agrees to sell and deliver to Purchaser and Purchaser agrees to accept the merchandise specified on the terms and conditions attached to this Purchase Order. If there is any conflict between the applicable Reselling Guide (which may be viewed at ROUTINGGUIDE.CHARMING.COM/ROUTE) using the ID CSEROUTE and password CSEGUIDE) and the Shipping and Picking Instructions or the terms and conditions of this Purchase Order, the provisions of the applicable Reselling Guide shall prevail. Only one set of terms and conditions will be sent with multiple purchase orders sent on the same day, and will apply to all such orders.

**EXHIBIT 8 TO THE FINAL EXPERT
REPORT OF STEPHEN J. RANKEL, C.P.A.**

1:33 PM

01/16/08

Accrual Basis

GREAT WHITE BEAR LLC
Account QuickReport
 January through December 2005

Type	Date	Num	Name	Memo	Split	Amount
Purchase of finish goods						
Rampage						
Mervyn's						
Check	7/8/2005	ACH-0042	RESOURCING AM...	SA/RAI/282/0...	Israel Discoun...	17,373.40
Check	7/28/2005	ACH-0070	RESOURCING AM...	SA/RAI/271/05	Israel Discoun...	10,000.00
Check	8/3/2005	ACH-0073	RESOURCING AM...	SA/RAI/271/05	Israel Discoun...	161,010.00
General Journal	8/31/2005	342	RESOURCING AM...	L/C # 620003...	-SPLIT-	24,560.80
General Journal	8/31/2005	342	RESOURCING AM...	L/C # 620003...	Mervyn's	16,074.24
Check	9/14/2005	ACH-0111	OCONCA SHIPPIN...		Israel Discoun...	36,215.00
Bill	9/21/2005	GB-001	CJ IMPORT CONS...	STYLE # 422	Accounts Pay...	32,604.00
Bill	9/21/2005	GB-001	CJ IMPORT CONS...	STYLE # 424	Accounts Pay...	30,525.00
Bill	9/21/2005	GB-001	CJ IMPORT CONS...	STYLE # 612	Accounts Pay...	27,864.00
General Journal	9/30/2005	371	RESOURCING AM...	MERVYNS L/...	-SPLIT-	57,600.00
General Journal	9/30/2005	371	RESOURCING AM...	MERVYNS L/...	Mervyn's	18,252.00
General Journal	9/30/2005	371	RESOURCING AM...	MERVYNS L/...	Mervyn's	26,373.60
General Journal	9/30/2005	371	RESOURCING AM...	MERVYNS L/...	Mervyn's	19,188.00
General Journal	10/31/2005	381	RESOURCING AM...	Mervyn's L/C ...	Due From Fac...	30,679.00
Credit	11/21/2005	CB #2	CJ IMPORT CONS...	WRONG LA...	Accounts Pay...	-13,186.00
Total Mervyn's						494,923.04
Total Rampage						494,923.04
Total Purchase of finish goods						494,923.04
TOTAL						494,923.04

EXHIBIT U

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Great White Bear, LLC,

Plaintiff,

-against-

Mervyns, LLC,

Defendant.

06 Civ. 13358 (RMB)(FM)

**MEMORANDUM OF LAW IN SUPPORT OF
DEFENDANT'S MOTION TO STRIKE ITEMS 3, 4, 5, 6, 7, AND 8
FROM THE EXPERT REPORT OF STEPHEN J. RANKEL AND FOR FEES AND COSTS
RESULTING FROM PLAINTIFF'S FAILURE TO COMPLY WITH FRCP 26**

ORRICK, HERRINGTON & SUTCLIFFE LLP
666 Fifth Avenue
New York, NY 10103-0001
212-506-5000

Attorneys for Defendant
Mervyn's LLC

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FEDERAL STATUTES

Fed. R. Civ. P. 26(a)(2)(B)	<i>passim</i>
Fed. R. Civ. P. 37(b)(2).....	<i>passim</i>
Fed. R. Civ. P. 37(c)	<i>passim</i>

Defendant Mervyn's LLC ("Mervyn's") respectfully submits this memorandum of law in support of its motion, pursuant to Rule 26(a)(2)(B), Rule 37(b)(2) and Rule 37(c)(1) of the Federal Rules of Civil Procedure ("FRCP"), to strike Items 3, 4, 5, 6, 7, and 8 of the expert report of Plaintiff's damages witness Stephen J. Rankel, and to preclude Plaintiff's reliance on any testimony concerning those alleged Items of damages by Mr. Rankel. Mervyn's further seeks sanctions in the form of legal fees and costs incurred by Mervyn's associated with the preparation of this motion, the two applications made to the Court regarding Plaintiff's insufficient expert reports, dated February 21, 2008 and March 21, 2008, and the three letters to Plaintiff's counsel regarding Plaintiff's insufficient expert reports, dated February 6, 2008, February 19, 2008, and March 6, 2008.

PROCEDURAL HISTORY

On January 21, 2008, pursuant to the Court's amended Order, Plaintiff Great White Bear, LLC ("GWB") served two expert reports on Mervyn's, one by Laurence P. Lazar, an industry witness, and the other a damages report by Stephen J. Rankel. Both of GWB's reports failed to meet the requirements of FRCP 26(a)(2)(B).¹ Mr. Rankel's initial report is attached hereto as Exhibit A to the Declaration of Lisa T. Simpson, dated April 17, 2008 ("Simpson Decl."). On February 6, 2008, Mervyn's sent a letter to counsel for GWB identifying the deficiencies in GWB's expert reports and requesting that GWB immediately provide reports in conformity with the requirements of FRCP 26 so that Mervyn's' expert witnesses could proceed to prepare their responsive reports. *See* Simpson Decl. Ex. B. GWB's counsel responded by letter dated February 11, 2008 (but faxed February 13, 2008), informally providing some of the information requested and agreeing to provide supplemental reports. *See* Simpson

¹ Here, Mervyn's does not raise the sufficiency of GWB's FRCP 26 expert report for GWB's industry expert, Laurence P. Lazar. However, Mervyn's reserves the right to move to exclude Mr. Lazar's opinions following his deposition, if deemed warranted and appropriate at that time.

Decl. Ex. C. By letter dated February 19, 2008, Mervyn's indicated that it would await the promised supplemental reports so that Mervyn's' expert witnesses could perform a meaningful analysis and provide a response. *See* Simpson Decl. Ex. D. Mervyn's requested that GWB provide a date on which it would produce its supplemental reports and further requested that GWB agree to a reasonable date thereafter for Mervyn's to submit its own expert witness reports. Thereafter, the parties exchanged emails on the subject of GWB's reports (*see* Simpson Decl. Ex. E), and GWB provided, on February 20, 2008, a supplemental report of one of its two expert witnesses, Laurence P. Lazar, promising to provide the supplemental report of its damages witness "shortly." *See* Simpson Decl. Ex. F.

With the deadline for Mervyn's' expert reports rapidly approaching and having yet to receive a complete report from Mr. Rankel, on February 21, 2008, Mervyn's made an application to the Court requesting that the Court (1) set a firm date for the production of GWB's promised supplemental report from its damages witness, Mr. Rankel; and (2) provide an extension of the deadline for Defendant to serve its expert reports to a reasonable date thereafter. *See* Simpson Decl. Ex. G. On February 25, 2008, in response to Mervyn's' request, the Court ordered GWB to provide Mervyn's with "complete" expert reports by March 14, 2008 ("the February 25 Order"). *See* Simpson Decl. Ex. H.

On February 29, 2008, GWB provided Mervyn's with a supplemental damages report from Mr. Rankel. *See* Simpson Decl. ¶ 10 and Ex. I. Again, this report was insufficient and counsel for GWB was so advised in a letter dated March 6, 2008. *See* Simpson Decl. Ex. J. On March 17, 2008, Mervyn's received Mr. Rankel's second supplemental damages report. *See* Simpson Decl. ¶ 12 and Ex. K. The second supplemental report, representing GWB's *third*

attempt to satisfy FRCP 26, again failed to comply with FRCP 26 and was also in violation of the Court's February 25 Order.

On March 21, 2008, Mervyn's made an application to the Court requesting that Mervyn's be allowed to make a motion pursuant to FRCP 37(b)(2) and FRCP 37(c) to strike the expert report of Mr. Rankel and preclude GWB's reliance on that report or any related testimony. Mervyn's also sought the recovery of expenses, including attorneys' fees, for GWB's failure to comply with FRCP 26 and the Court's February 25 Order. *See* Simpson Decl. Ex. L. On April 8, 2008, the Court held a telephone conference during which the Court, generously providing GWB with yet another chance to provide a compliant report, ordered GWB to provide Mervyn's with a "final expert report, together with any necessary schedules and other documentation" by 5:00 pm on April 10, 2008 ("the April 8 Order").² *See* Simpson Decl. Ex. N.

On April 10, 2008, Mervyn's received Mr. Rankel's final damages report (the "April 10 Report"). *See* Simpson Decl. Ex. O. The April 10 Report, while certainly increased in heft, is not improved in substance.³ Although GWB appropriately removed three categories of damages for which it had absolutely no support -- unjustified chargebacks, travel, and showroom deposits, valued at \$225,000, \$12,000, and \$400,000 respectively -- and made adjustments to other amounts, GWB's *fourth* attempt at providing a report in compliance with FRCP 26 fails yet

² Less than an hour before the parties' pre-scheduled telephonic conference on April 8, 2008 with Magistrate Judge Maas, GWB faxed yet another untimely and inadequate supplement to Mr. Rankel's report. *See* Simpson Decl. Ex. M. Given the Court's April 8 Order, there was no need to review or consider this supplement.

³ Aside from the FRCP 26 deficiencies that are the subject of this motion, the April 10 Report's assembly is confusing at best. Besides the innumerable typos found throughout the April 10 Report, Mr. Rankel misnumbers his damages "Items." In the body of the April 10 Report, the damages "Items" are numbered 1, 2, 3, 4, 5, 7, 8, and 9, while in the Summary of Damages Chart, the damages "Items" are consecutively numbered from 1-8. References to the "Item" numbers herein will correspond to the consecutively numbered list of damages found in the Summary of Damages Chart on page 5 of the April 10 Report. *See* Simpson Decl. Ex. O.

In addition, Mr. Rankel's April 10 Report provides Exhibit numbers that are not consecutive. Mr. Rankel cites to Exhibits 1, 2, 4, 9 and 11 in his Report and then provides documentation behind tabs that are titled Exhibit 1, Exhibit 2, Exhibit 4, Exhibit 7, and Exhibit 8. It appears that the citation to Exhibit 9 in the April 10 Report can be found behind tab Exhibit 7 and that the citation to Exhibit 11 in the April 10 Report can be found behind tab Exhibit 8.

again. Numerous Items remain for which Mr. Rankel provides no basis for his numbers and no indication of what he relied on to reach those numbers.

ARGUMENT

I.

THE APRIL 10 REPORT OF MR. RANKEL FAILS TO MEET THE REQUIREMENTS OF FRCP 26

The expert witness disclosures required by FRCP 26 are supposed to be complete and detailed. *See* FRCP 26(a)(2)(B), 1993 Advisory Committee Notes, at 161 (West 2008). In fact, FRCP 26 states that written reports must be provided *before* conducting the testifying expert's deposition, precisely so that the deposition will be able to *test* the opinions of the expert and their bases, and not be an exercise in trying to discover what opinions the expert holds or what the expert has based those opinions on. *See* FRCP Rule 26(b)(4)(A); *see also Lava Trading Inc. v. Hartford Fire Ins. Co.*, No. 03 Civ. 7037, 2005 WL 4684238, at *7 (S.D.N.Y. Apr. 11, 2005) (in requiring "detailed and complete" disclosures, "the drafters anticipated that depositions would be significantly shortened and narrowed, and in some cases ... might be entirely obviated."). To meet these ends, FRCP 26(a)(2)(B) specifically requires that an expert report contain:

- (i) a complete statement of all opinions the witness will express and the basis and reasons for them;
- (ii) the data or other information considered by the witness in forming them;
- (iii) any exhibits that will be used to summarize or support them;
- (iv) the witness's qualifications, including a list of all publications authored in the previous 10 years;
- (v) a list of all other cases in which, during the previous four years, the witness testified as an expert at trial or by deposition; and
- (vi) a statement of the compensation to be paid for the study and testimony in the case.

As set forth below, Mr. Rankel's April 10 Report fails to provide the "basis" for his damages conclusions and/or fails to identify the "data or other information considered by the

witness” with respect to Items 3, 4, 5, 6, 7, and 8 (collectively referred to as the “Items”).⁴

Consequently, those Items must be stricken from the April 10 Report and reliance upon them by Mr. Rankel precluded. See *Maurizio v. Goldsmith*, No. 96 Civ. 4332, 2002 WL 535146, at *3 (S.D.N.Y. Apr. 9, 2002) (precluding testimony by plaintiff’s damages expert for, among other things, failing to comply with FRCP 26(a)(2)(B) by not identifying with specificity the data and information relied upon in the expert’s report); *Koppell v. New York State Bd. of Elections*, 97 F. Supp. 2d 477, 482 (S.D.N.Y. 2000) (striking expert report for, among other things, failing to provide “a clear understanding of the data upon which [the expert] relied, as well as the specific bases for his opinions,” as required by FRCP 26(a)(2)(B)).

**A. The Court Should Strike Items 4, 5, and 6 Because
The April 10 Report Fails to Cite to Any Supporting
Documentation or Any Basis for the Claimed Amounts**

The following three Items should be stricken, as Mr. Rankel provides absolutely no documentation or other information indicating the basis for the numbers he asserts:

Item 4: Lost Samples and Development Costs Totaling \$7,500

Item 4 of the April 10 Report asserts a claim for lost sample and development costs and concludes, without citation to any supporting documentation, that “[t]hese expenses may conservatively be set at \$7,500.00.” Damage figures in FRCP 26 expert reports cannot be set at random, whether “conservatively” or not. This number amounts to nothing more than a guess. Interestingly, GWB’s original claim for these expenses was \$90,000. Regardless of the

⁴ Mr. Rankel attaches what can best be described as a random assortment of documents for Item 1. However, with some effort, Mervyn’s experts believe that they can opine on the inaccuracies of Mr. Rankel’s conclusions with what has been provided for Item 1 and Item 2. Mervyn’s, therefore, does not move to strike those Items at this time. Mervyn’s reserves the right, however, to move to exclude those Items pursuant to Federal Rule of Evidence 702 and the standards set forth in *Daubert v. Merrell Dow Pharm., Inc.*, 509 U.S. 579 (1993) following the deposition of Mr. Rankel.

steep reduction in damages, GWB is still unable to provide any documentation or any basis for arriving at this random, round number. Therefore, Item 4 should be stricken.

Item 5: Lost Additional Employees Time and Effort Totaling \$260,049.04

Item 5 seeks to recover for lost additional employee time. Based on prior criticism of this Item, GWB has added, for the first time, an actual list of employee names and alleged compensation figures. However, this new attempt to comply with FRCP 26 still fails. Once again, GWB's April 10 Report neither references nor attaches a single document or payroll record that it purports to rely on in asserting the salary or benefits for the named employees. For example, the "designer" is only identified by her first name, "Bebe," evidencing to Mervyn's that GWB does not even have documentation sufficient to provide her last name. The listed compensation figures again appear to be numbers that have been picked out of a hat – they are conspicuously round (except for one), and for those that are allegedly "a portion" of a prior employees' salary, Mr. Rankel does not provide the base salary or the percentage used to calculate these figures. For new hires, start and end dates are also glaringly absent. Mr. Rankel also tags on a random \$5,000 for this Item with no stated basis for the amount. Given Mr. Rankel's failure to provide the basis for these numbers or attach documents sufficient to show the information he relied on in arriving at these numbers, the Court should strike Item 5 from GWB's April 10 Report.

Item 6: Interest - Returns, Cancelled Orders,
Unjustified Chargebacks Totaling \$10,000

In Item 6, Mr. Rankel claims that GWB has lost interest. In earlier versions, this figure was \$40,000, but it now stands at the round number of \$10,000. Mr. Rankel does not even attempt to provide documentation or a basis to support this number. Rather, he writes that the

number for this claim “may reasonably and conservatively be set at \$10,000.00.” Once again, this amounts to nothing more than a guess. It too should be stricken.

B. The Court Should Strike Items 3, 7, and 8 As Mr. Rankel Sets Forth No Basis or Relevant Documentation to Support the Claims

Although Mr. Rankel purports to provide some documentation for the following three Items, that documentation is either entirely irrelevant on its face or Mr. Rankel fails to provide any indication of the basis for the numbers he arrives at:

**Item 3: Returns, Cancellations and Unjustified
Chargebacks for Accepted Garments Totaling \$250,000**

Item 3 purports to account for damages for unjustified chargebacks, cancellations, and returns. For this Item, Mr. Rankel actually makes reference to a stack of documents – those behind Exhibit 4 of his April 10 Report. Many of those do not even appear to apply to Mervyn’s, but rather address other retailers. Mr. Rankel does not explain how he relied on this myriad of documents to arrive at his \$250,000 figure. And, there appears to be no meaningful way to use those documents to calculate the round damages figure of \$250,000. Tellingly, Mr. Rankel makes no attempt to do so. In fact, he provides no basis whatsoever for his \$250,000 number. Further, Mr. Rankel provides no indication of which “chargebacks” GWB claims were “unjustified.” There is no list or identification of such chargebacks. Numerous chargebacks were indeed made throughout GWB’s relationship with Mervyn’s due to GWB’s dismal performance, but many, if not all, were authorized by GWB. With no basis set forth for the conspicuously round number of \$250,000, no indication of which chargebacks comprise that number and no reference to documents that actually support the number, this Item should be stricken.

Item 7: Lost Opportunity Cost Totaling \$700,000

In the April 10 Report, GWB claims that it was unable to supply its other customers due to its commitment to Mervyn's. The April 10 Report claims that Charming Shoppes and Cato were the two customers that GWB was unable to supply and that GWB suffered a \$700,000 loss as a result. As supposed support for this claim, GWB provides, behind Exhibit 7 (incorrectly cited to in the April 10 Report as Exhibit 9), confirmed orders from only one of the two stores supposedly affected, Charming Shoppes. Once again, the supplied documents are irrelevant and do not satisfy Mr. Rankel's obligations to set forth the basis for the \$700,000 figure or the material relied on in reaching that figure. First, these Charming Shoppe documents are purchase orders and there is no indication on these documents that these orders were not placed or filled by GWB. In fact, there are no documents evidencing lost sales at all. Second, GWB only provides purchase order documentation for Charming Shoppes and not Cato: where is support for the other supposed lost customer? Third, even if the purchase orders behind Exhibit 7 could evidence lost sales (which they do not), they do not add up to the round figure of \$700,000 (not anywhere close, in fact). As Mr. Rankel does not explain his reasoning, there is no way to determine the basis for his figure or what documents Mr. Rankel relied on to reach that \$700,000 number. His failure to disclose this information, on his fourth try, warrants the striking of this Item from his April 10 Report.

Item 8: Lost Overseas Deposits Totaling \$494,000

Item 8 seeks to recover for lost overseas deposits. Once again, the document provided by GWB, behind Exhibit 8 (incorrectly cited to in the April 10 Report as Exhibit 11) does not seem to have anything to do with a loss of overseas deposits. The words "deposit" or "advances" are nowhere to be found on the document. Rather, the document says that the

amount of \$494,000 is the “Total Purchase of finish [sic] goods.” This document, which provides no indication of any lost deposits (or even deposits at all), simply cannot provide the required basis for Mr. Rankel’s opinion. Notably, Mr. Rankel does not even attempt to explain how it does; he merely attaches it. While the document total may coincide with the total claimed by Mr. Rankel, this coincidence does not provide a sufficient basis to support this Item. Consequently, this Item should also be stricken.

II.

ITEMS 3-8 OF THE APRIL 10 REPORT SHOULD BE STRICKEN AND ATTORNEYS’ FEES AND COSTS AWARDED

GWB’s repeated inability to provide an expert report in compliance with FRCP 26, despite two Court Orders requiring that it do so, warrants the preclusion of Items 3-8 of Mr. Rankel’s April 10 Report. GWB’s failure also supports the award of costs and attorneys’ fees for this motion and for Mervyn’s repeated court applications and attempts to ensure GWB’s compliance with FRCP 26. Federal Rule of Civil Procedure 37(b)(2)(A) permits the Court to impose sanctions for a party’s failure to comply with a court order and specifically allows the Court to strike the Items in GWB’s incomplete April 10 Report and prohibit GWB from relying on them in any way. *See Venite v. St. Luke’s/Roosevelt Hosp.*, No. 01 Civ. 4067, 2002 WL 1461493, at *2-3 (S.D.N.Y. July 3, 2002) (precluding report and testimony of defendants’ expert under FRCP 37(b), noting, among other things, that the “clearly articulated” deadline to produce an expert report compliant with FRCP 26(a)(2)(B) had already been extended twice and the court had adopted a rule of strictly enforcing FRCP 26).

Similarly, FRCP 37(c)(1) provides “[i]f a party fails to provide information or identify a witness as required by Rule 26(a) or (e), the party is not allowed to use that information or witness to supply evidence on a motion, at a hearing, or at a trial, unless the

failure was substantially justified or is harmless.” *See Williams v. County of Orange*, No. 03 Civ. 5182, 2005 WL 6001507, at *4-5 (S.D.N.Y. Dec. 13, 2005) (precluding testimony of defendants’ expert under FRCP 37(c)(1) for non-compliance with discovery deadlines and because the report, by “fail[ing] to identify which portions of the materials [the expert] considered in reaching his opinions,” did not comply with FRCP 26(a)(2)(B)). *See also* *Maurizio*, 2002 WL 535146 at *3 (precluding testimony by plaintiff’s damages expert for, among other things, failing to comply with FRCP 26(a)(2)(B) by not identifying with specificity the data and information relied upon in the expert’s report); *Koppell*, 97 F. Supp. 2d at 482 (striking expert report for, among other things, failing to provide “a clear understanding of the data upon which [the expert] relied, as well the specific bases for his opinions,” as required by FRCP 26(a)(2)(B)).

Rule 37 further allows for the recovery of expenses, including attorneys’ fees. *See Rouson v. Eicoff*, No. 04 Civ. 2784, 2007 WL 1827422, at *10 (E.D.N.Y. June 25, 2007) (holding that failure to comply with discovery orders warrants the imposition of monetary sanctions and ordering defendant’s counsel to pay the reasonable attorneys’ fees and costs for plaintiff’s applications to the court to compel expert discovery).

The April 10 Report omits the basis for Mr. Rankel’s numbers and fails to identify the materials he relied on for each of the Items 3-8 described above. As such, his April 10 Report fails to provide the requisite elements and defeats the very purpose of FRCP 26. Furthermore, Mr. Rankel has prevented Mervyn’s’ financial expert from meaningfully analyzing or responding to GWB’s damages report. Any analysis of Mr. Rankel’s unsupported figures in Items 3-8 would necessarily be an abstract exercise that would be based on assumptions and guesses. Similarly, the April 10 Report does little to permit the efficient follow-up deposition

envisioned by FRCP 26. Since Items 3-8 simply do not satisfy the requirements of FRCP 26, they should be stricken pursuant to FRCP 37 and Mr. Rankel's testimony, as to those Items, should be precluded.

In addition, by providing *four* deficient expert reports (five, if you count the untimely revision provided less than an hour before the parties' April 8, 2008 conference with the Court) over the span of four months and by ignoring Mervyn's numerous attempts to obtain a complete report, GWB has not only wasted Mervyn's time, but has wasted judicial resources, and should be required pursuant to FRCP 37 to pay any and all legal fees and costs incurred by Mervyn's associated with (i) the preparation of this motion, (ii) the two applications made to the Court regarding GWB's insufficient expert reports, dated February 21, 2008 and March 21, 2008, and (iii) the three letters to GWB counsel regarding GWB's insufficient expert reports, dated February 6, 2008, February 19, 2008, and March 6, 2008.

CONCLUSION

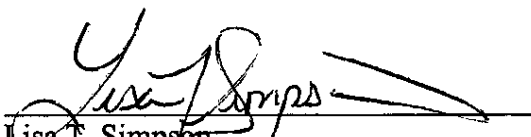
For the reasons set forth above, Defendant Mervyn's respectfully requests, pursuant to FRCP 26, FRCP 37(b)(2) and FRCP 37(c)(1), that the Court strike Items 3, 4, 5, 6, 7, and 8 from Mr. Rankel's April 10 Report and preclude GWB from relying on Mr. Rankel's testimony with regard to any such Items of damages; and further that the Court order GWB to pay any and all legal fees and costs incurred by Mervyn's associated with (i) the preparation of this motion, (ii) the two applications made to the Court regarding GWB's insufficient expert reports, dated February 21, 2008 and March 21, 2008, and (iii) the three letters to GWB counsel

regarding GWB's insufficient expert reports, dated February 6, 2008, February 19, 2008, and March 6, 2008, as well as any other relief that the Court deems proper.

Dated: New York, New York
April 17, 2007

ORRICK, HERRINGTON & SUTCLIFFE LLP

By


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Attorneys for Defendant
Mervyn's LLC

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Great White Bear, LLC,

Plaintiff,

-against-

Mervyns, LLC,

Defendant.

06 Civ. 13358 (RMB)(FM)

DECLARATION OF
LISA T. SIMPSON

LISA T. SIMPSON declares:

1. I am a member of the Bar of this Court and of the firm Orrick, Herrington & Sutcliffe LLP, attorneys for Defendant Mervyn's LLC ("Mervyn's") in this action. I submit this declaration in support of Mervyn's' motion pursuant to Rule 26(a)(2)(B), Rule 37(b)(2), and Rule 37(c)(1) of the Federal Rules of Civil Procedure ("FRCP") to strike Items 3, 4, 5, 6, 7, and 8 from the expert report of Stephen J. Rankel, dated April 10, 2008, and to preclude Plaintiff Great White Bear, LLC ("GWB") from relying on Mr. Rankel's testimony with regard to those alleged Items of damages. Mervyn's further seeks to recover costs and fees incurred by Mervyn's in preparing this motion, the two applications made to the Court regarding GWB's

insufficient expert reports, dated February 21, 2008 and March 21, 2008, and the three letters, dated February 6, 2008, February 19, 2008, and March 6, 2008, sent to GWB's counsel regarding GWB's insufficient expert reports.

2. Attached hereto as Exhibit A is a true and correct copy of the first version of the expert report of Stephen J. Rankel, dated January 21, 2008.

3. Attached hereto as Exhibit B is a true and correct copy of my letter, dated February 6, 2008, to Philip Byler, counsel for GWB, identifying the deficiencies in GWB's expert reports and requesting that GWB immediately provide reports in conformity with the requirements of FRCP 26.

4. Attached hereto as Exhibit C is a true and correct copy of Mr. Byler's letter, dated February 11, 2008 (but faxed February 13, 2008), informally providing some of the information requested in my February 6, 2008 letter and agreeing to provide supplemental reports.

5. Attached hereto as Exhibit D is a true and correct copy of my letter to Mr. Byler, dated February 19, 2008, indicating that Mervyn's would await the promised supplemental reports so that Mervyn's' expert witnesses could perform a meaningful analysis and response.

6. Attached hereto as Exhibit E is a true and correct copy of email traffic between me and Mr. Byler on February 19 and 20, 2008 regarding supplementation of GWB's original expert reports.

7. Attached hereto as Exhibit F is a true and correct copy of Mr. Byler's letter, dated February 20, 2008, assuring the production of a supplemental report by Mr. Rankel "shortly."

8. Attached hereto as Exhibit G is a true and correct copy of Mervyn's' application to the Court (without exhibits), dated February 21, 2008 requesting that the Court (1) set a firm

date for the production of GWB's promised supplemental report from Mr. Rankel; and (2) extend to a reasonable date thereafter Mervyn's' deadline to serve its expert reports.

9. Attached hereto as Exhibit H is a true and correct copy of the Court's Order, dated February 25, 2008, directing GWB to provide "complete" expert disclosure to Mervyn's by March 14, 2008.

10. Attached hereto as Exhibit I is a true and correct copy of the supplemental expert report of Mr. Rankel, dated February 20, 2008, and received February 29, 2008.

11. Attached hereto as Exhibit J is a true and correct copy of my letter to Mr. Byler, dated March 6, 2008, advising that Mr. Rankel's supplemental report remained deficient.

12. Attached hereto as Exhibit K is a true and correct copy of GWB's second supplemental expert report of Mr. Rankel, dated March 13, 2008, and received March 17, 2008.

13. Attached hereto as Exhibit L is a true and correct copy of Mervyn's' application to the Court (without exhibits), dated March 21, 2008, requesting that Mervyn's be allowed to make a motion pursuant to FRCP 37 to strike the expert report of Mr. Rankel and preclude GWB's reliance on that report or any related testimony, as well as to seek sanctions, in the form of costs and attorneys' fees, for GWB's failure to comply with FRCP 26 and the Court's February 25, 2008 Order.

14. Attached hereto as Exhibit M is a true and correct copy of Mr. Byler's letter, dated April 8, 2008 (faxed less than an hour prior to the scheduled conference with the Court regarding Mervyn's' March 21, 2008 application), enclosing yet another supplement to Mr. Rankel's report.

15. Attached hereto as Exhibit N is a true and correct copy of the Court's Order, dated April 8, 2008, directing GWB to provide Mervyn's with a "final" report from Mr. Rankel by April 10, 2008 at 5:00 p.m.

16. Attached hereto as Exhibit O is a true and correct copy of GWB's final expert report of Mr. Rankel, dated April 10, 2008.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at New York, New York on April 17, 2008.



Lisa T. Simpson

EXHIBIT V

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

GREAT WHITE BEAR, LLC

Plaintiff,

-against -

MERVYNS, LLC,

Defendant.

06 Civ. 13358 (RMB)(FM)

**PLAINTIFF GREAT WHITE BEAR LLC'S MEMORANDUM
OF LAW IN OPPOSITION TO DEFENDANT MERVYNS LLC'S
MOTION TO STRIKE ITEMS 3-8 IN THE EXPERT REPORT
OF STEPHEN J. RANKEL, C.P.A. AND FOR FEES AND COSTS**

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INTRODUCTION

Plaintiff Great White Bear, LLC ("Great White Bear") submits this Memorandum of Law in opposition to the motion of defendant Mervyns, LLC ("Mervyns") to strike damages items 3-8 in the expert report of Stephen J. Rankel, C.P.A. and to award fees and costs. The motion should be denied. As will be explained below, damages items 3-8 in the expert report of Stephen J. Rankel, C.P.A. are compliant with Rule 26 of the Federal Rules of Civil Procedure; and fees and costs are not remotely justified under Rule 37 of the Federal Rules of Civil Procedure and interpretative case law.

At the outset, the scope of Mervyns's motion must be noted. Mervyns does not and rationally could not bring its motion under Rule 26 of the Federal Rules of Civil Procedure against damages items 1 and 2 of the expert report of Stephen J. Rankel, C.P.A.. These damages items for Mervyns's breach of contract are unquestionably more than sufficiently documented and explained. Damages item 1 is for lost profits on lost sales (\$3,976,200.00); and damages item 2 is for lost royalty payments on the Rampage license (\$286,666.66). These two damages items that are not the subject of Mervyns's motion total to be \$4,262,866.66, which is 71.2% in amount of the total damages of \$5,984,415.70 itemized in the expert report of Stephen J. Rankel, C.P.A..¹

Mervyns's motion is rather directed to items 3-8 of the expert report of Stephen J. Rankel, C.P.A.; and Mervyns structures its argument in two groups.

¹ Mervyns acknowledges that it is not seeking to strike damages items 1 and 2 of the final Rankel report, but purports to reserve its right to do so after deposition under Daubert v. Merrell Dow Pharmaceuticals, Inc., 509 U.S. 579 (1993). Great White Bear is confident that there will no Daubert issue as to Mr. Rankel's accounting for lost profits and lost royalty payments. Great White Bear does note that at the conference before District Judge Richard M. Berman held on April 16, 2008, Judge Berman stated that all motions for summary judgment, Daubert preclusion and real party in interest are to be submitted to him at one time before trial. (Byler Decl. ¶ 2 n. 1.)

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One group that is subject to Mervyns's motion is for damages items 3, 7 and 8. These three damages items total to be \$1,444,000.00, which is 24.2% in amount of the total damages of \$5,984,415.70 itemized in the expert report of Stephen J. Rankel, C.P.A.. These items have supporting documentation, but Mervyns claims, erroneously, that the documentation is not understandable or apparently not supportive of the damage item. The short answer to Mervyns is that the documentation is understandable to people and accountants in the garment industry and is supportive of these damages items.

The other group that is subject to Mervyns's motion is for damages items 4, 5 and 6. These three damages items total to be \$277,549.04, which is 4.6% in amount of the total damages of \$5,984,415.70 itemized in the expert report of Stephen J. Rankel, C.P.A.. These items relate to necessary costs in the production process, and a certified public accountant has provided a conservative, not random, number for these items.

RELEVANT PROCEDURAL HISTORY

The key point of relevant procedural history is that on April 8, 2008, the Court ordered Great White Bear's counsel to submit in 48 hours, by 5:00 PM on April 10, 2008, a final expert report of Stephen J. Rankel, C.P.A. as to damages (there was and for six weeks had been no issue as to the completeness of the expert report of Laurence P. Lazar as to industry practices previously produced by Great White Bear); and on April 10, 2008, counsel to Great White Bear produced that final expert report of Stephen J. Rankel, C.P.A. under cover of letter stating why the final expert report fully satisfied Rule 26 of the Federal Rules of Civil Procedure. The letter and the final report of Stephen J. Rankel, C.P.A. were also copied to the Court. (Byler Decl. ¶ 3 & Exs. A-B; Simpson Decl. Ex. O.) These events were preceded by the following procedural history, which when stated objectively

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showed discovery compliance and cooperation by counsel to Great White Bear.

Following fact discovery (including voluminous document production by Great White Bear to Mervyns and depositions by Mervyns counsel of Great White Bear principals), on November 29, 2007, the Court entered an Order requiring, among other things, that Great White Bear disclose its experts by December 14, 2007, and submit expert reports by January 11, 2008. On December 14, 2007, Great White Bear made the required disclosure of its experts per the November 29, 2007 Order. On January 11, 2008, the parties by agreement requested an extension of Great White Bear's due date for expert reports from January 11, 2008, to January 21, 2008; and the Court so ordered that request. (Byler Decl. ¶ 4 & Exs. C-E.)

In compliance with that deadline, Great White Bear served on January 21, 2008, two expert reports, one by Laurence P. Lazar as to industry practices and one by Stephen J. Rankel, C.P.A. as to damages. Stephen J. Rankel is a certified public accountant (since 1983) who is an Executive Partner of the New York City accounting firm of Citrin Cooperman & company, LLP and who has had 25 years of experience as an accountant servicing companies in the apparel and textile industries. (Byler Decl. ¶ 5 & Exs. F-G.)

Over three weeks later, on February 6, 2008, counsel to Mervyns sent a letter to counsel for Great White Bear stating that the two expert reports did not comply in all particulars with Rule 26 of the Federal Rules of Civil Procedure. On February 13, 2008, counsel to Great White Bear replied providing informal supplementation and promising supplemental reports to incorporate the informally provided information when the two expert witnesses returned to New York. On February 20, 2008, counsel to Great White Bear provided a supplemental report of Laurence P. Lazar (concerning prior testimony, publications and compensation) and promised a supplemental report

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by Stephen J. Rankel, C.P.A. (who was still out of town at the time). Thereafter, there was no issue as to completeness of the expert report of Laurence P. Lazar. (Byler Decl. ¶ 6 & Exs. H-J.)

On February 21, 2008, counsel to Mervyns applied to the Court requesting that a firm date be set for the supplemented expert report of Stephen J. Rankel, C.P.A. as to damages and an extension of Mervyns's time to serve its expert reports. On February 25, 2008, the Court set March 14, 2008, as the date for the supplemented Rankel report and extended Mervyns's time as to its expert reports. On February 28, 2008, well before the Court deadline, Great White Bear provided a supplemented report from Stephen J. Rankel, C.P.A. and requested counsel to Mervyns to advise counsel to Great White Bear if it were believed that any further supplementation was in order. (Byler Decl. ¶ 7 & Exs. K-L.)

One week later, on March 6, 2008, counsel to Mervyns sent a letter to counsel Great White Bear summarily asserting, without specifics, that the supplemented Rankel report was still insufficient. Without agreeing with counsel to Mervyns, counsel to Great White Bear provided on March 14, 2008, an additional supplementation to the Rankel report with a cover letter pointing out the supplemented Rankel report complied with Rule 26 of the Federal Rules of Civil Procedure and requesting that any further issue be raised with counsel. (Byler Decl. ¶ 8 & Exs. M-N.)

Nothing was heard from counsel to Mervyns for a week until the afternoon of Good Friday, March 21, 2008, when counsel to Mervyns made application to the Court for permission to move to strike the Rankel report; and on that same day, counsel to Great White Bear replied that the supplemented Rankel report complied with Rule 26 of the Federal Rules of Civil Procedure and that a motion to strike the whole report was not justified based on the items raised by Mervyns. (Byler Decl. ¶ 9 & Exs. O-P.)

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On April 8, 2008, a teleconference of counsel and the Court was held at which time, as noted at the beginning of this statement of procedural history, the Court gave Great White Bear's counsel to submit in 48 hours, by April 10, 2008, for Great White Bear to submit a final expert report of Stephen J. Rankel, C.P.A. as to damages; and on April 10, 2008, counsel to Great White Bear produced that final expert report of Stephen J. Rankel, C.P.A. under cover of letter stating why the final expert report fully satisfied Rule 26 of the Federal Rules of Civil Procedure. (Byler Decl. ¶ 10 & Exs A-B; Simpson Decl. Ex. O.)

In the Order issued by the Court on April 8, 2008, permission was given by the Court for Mervyns to make, by April 17, 2008, a motion to strike and Mervyns was excused from submitting its expert reports in the meantime. At approximately 11:00 PM on April 17, 2008, counsel for Mervyns electronically filed, albeit incorrectly, its motion to strike damage items 3-8 in the final Rankel report and to be awarded fees and costs. (Byler Decl. ¶ 11.)

ARGUMENT

Before the Court is Mervyns's motion to strike damage items 3-8 in the final Rankel report and to be awarded fees and costs. The motion should be denied based on the following discussion.

I.

THE FINAL REPORT OF STEPHEN J. RANKEL, C.P.A. ON DAMAGES MEETS THE REQUIREMENTS OF RULE 26 OF THE FEDERAL RULES OF CIVIL PROCEDURE

The final report of Stephen J. Rankel, C.P.A. on damages meets the requirements of Rule 26 of the Federal Rules of Civil Procedure. When the final expert report of Stephen J. Rankel, C.P.A. was delivered to counsel for Mervyns, counsel for Great White Bear included the following covering letter explaining that Rule 26(a)(2)(B) was satisfied:

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Per leave kindly given by U.S. District Court Magistrate Judge Frank Mass on April 8, 2008, enclosed with this cover letter is the final Rankel damages expert report.

The final Rankel damages expert report satisfies Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure. That Rule requires that an expert report contain the following:

“(i) a complete statement of all opinions the witness will express and the basis and reasons for them;

“(ii) the data or other information considered by the witness in forming them;

“(iii) any exhibits that will be used to summarize or support them;

“(iv) the witness’s qualifications, including a list of all publications authored in the previous ten years;

“(v) a list of all other cases in which, during the previous four years, the witness testified as an expert at trial or by deposition; and

“(vi) a statement of the compensation to be paid for the study and testimony in the case.”

A review of these elements as against the enclosed final Rankel damages expert report establishes that the final Rankel damages expert report fully satisfies Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure.

Subsection (i): “a complete statement of all opinions the witness will express and the basis and reasons for them”

The enclosed final Rankel damages expert report contains the opinions and the basis and reasons for those opinions. Part II of the final Rankel damages expert report outlines the approach taken to the accounting of damages and identifies the two general categories of damages. Part III of the final Rankel damages expert report provides a summary list of the items of damages with amounts added to a total number. Part IV of the final Rankel damages expert report provides an analysis of each of the damage items with the basis and reasons for including the damage item and for the number stated for the item. Part V of the final Rankel damages expert report performs a check on the damages calculation by providing a summary financial history of Plaintiff GWB.

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Subsection (ii): “the data or other information considered by the witness in forming them”

The enclosed final Rankel damages expert report states the data and information considered in preparing the report, identifies and discusses documents used in deriving the specific damage item figures and further attaches as exhibits documents in support of the damages analysis.

Subsection (iii): “any exhibits that will be used to summarize or support them”

The enclosed final Rankel damages expert report refers to the charts on pages 5 and 12 as being trial exhibits and likely the subject of enlarged size charts at trial.

Subsection (iv): “the witness’s qualifications, including a list of all publications authored in the previous ten years”

The enclosed final Rankel damages expert report provides this information in Part I of the report on pages 1 and 2.

Subsection (v): “a list of all other cases in which, during the previous four years, the witness testified as an expert at trial or by deposition”

The enclosed final Rankel damages expert report provides this information in Part I of the report on page 2.

Subsection (vi): “a statement of the compensation to be paid for the study and testimony in the case”

The enclosed final Rankel damages expert report provides this information in Part I of the report on page 2.

(Byler Decl. ¶ 3 & Ex. B.)

Mervyns argues that the requirements of expert reports set forth in Rule 26(a)(2)(b) of the Federal Rules of Civil Procedure enable expert reports to fulfill their role in expert discovery (Mervyns Mem p. 4); however, those requirements are exactly what are discussed in the above quoted letter of Great White Bear’s counsel when producing the final Rankel report.

Mervyns does more specifically argue that the “basis” for Mr. Rankel’s “opinions” in

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including damages items 3 through 8 in the damages calculation for Mervyns's breach of contract are not provided (Mervyns Mem. pp. 4-5); however, as discussed below, the final Rankel report does provide the "basis" for the stated "opinions."

For its general statement of position, Mervyns cites Rule 26(b)(4)(A) of the Federal Rules of Civil Procedure and three cases. These authorities do not support Mervyns's motion to strike in this case:

(i) Rule 26(b)(4)(A) of the Federal Rules of Civil Procedure states: "A party may depose any person who has been identified as an expert whose opinions may be presented at trial. If Rule 26(a)(2)(B) requires a report from the expert, the deposition may be conducted only after the report is provided." The requirement of the report before a deposition is not in contention.

(ii) In Lava Trading Inc. v. Hartford Fire Ins. Co., No. 03 Civ. 7037, 2005 WL 4684238 (S.D.N.Y. Apr. 11, 2005), an expert report for the plaintiff company Lava Trading asserted conclusions with respect to business that the plaintiff company Lava Trading would have done had the events of September 11, 2001 not occurred, but that report was stricken because the conclusions as to lost business were based on products different from the plaintiff's product, a historical period different from the plaintiff's product history and assumptions from the plaintiff as to volume of potentially available business. Mr. Rankel did not do anything of that sort; he is the outside accountant for Great White Bear and thus was not dependent on any supplied assumptions, but rather he proceeded with a certain knowledge of the finances of Great White Bear in computing the damages from the breach of contract by Mervyns.

(iii) In Maurizio v. Goldsmith, No. 96 Civ. 4332, 2002 WL 535146 (S.D.N.Y. Apr. 9, 2002), an expert report that damages suffered by plaintiff Maurizio should include a proportionate

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share of 70% of defendant Goldsmith's credits, participation and income from books authored by defendant Goldsmith, but the expert report was stricken because while the expert had general experience in the book publishing field, he did not relate specific data to the damages calculation he made. Again, Mr. Rankel is not relying upon his general knowledge and experience as an accountant for the damages items, but the identified financial information from Great White Bear.

(iv) In Koppell v. New York State Bd. Of Elections, 97 F.Supp.2d 477 (S.D.N.Y. 2000), a case challenging the constitutionality of New York Election Law § 7-116(3) concerning the position of candidates on the ballot, District Judge Stein upheld the sufficiency of one expert report, but struck another one providing an electoral analysis because: (a) it did not satisfy the requirements of Daubert v. Merrill Dow Pharm., Inc., 509 U.S. 579 (1993); and (b) it did not satisfy Rule 26(a)(2)(B) because there was no relation between, on the one hand, pieces of campaign literature and newspaper articles and, on the other, his conclusion that "position bias" was not determinative in the analyzed elections. Mr. Rankel has provided an accounting of damages based on a theory of damages and specific financial information, not an amorphous political analysis of elections.

In addition to relying upon inapposite authority, Mervyns does not acknowledge the general point, expressly recognized by this Court, that a decision to grant a motion to strike is a "drastic" one which should not be made without a showing of "good cause." Rodriguez v. Pataki, 293 F.Supp.2d 305, 308-309 (S.D.N.Y. 2003)(Mass, Mag. J.) (motion to strike denied); see Hewlett Packard Co. v. Factory Mut. Ins. Co., No. 04 Civ. 2791, 2006 WL 1788946 *18 (S.D.N.Y. June 28, 2006)(preclusion a "disfavored" remedy). As Points II and II below demonstrate, good cause does not exist to justify the drastic sanction of preclusion here. As in Wechsler v. Hunt Health Systems Ltd., 381 F.Supp.2d 135 (S.D.N.Y. 2003), the accountant's damages report here should be upheld.

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II.

**DAMAGE ITEMS 3, 7 AND 8 IN THE FINAL REPORT OF
STEPHEN J. RANKEL, C.P.A. ON DAMAGES SHOULD NOT BE STRICKEN**

Mervyns argues that the Court should strike damage items 3, 7 and 8 in the expert report of Stephen J. Rankel, C.P.A. on the ground “[a]lthough Mr. Rankel purports to provide some documentation” for these items. According to Mervyns, “[t]hat documentation is either entirely irrelevant on its face or Mr. Rankel fails to provide any indication of the basis for the numbers he arrives at.” (Mervyns Mem. p. 7.) The short answer is that Mervyns is just wrong: the documentation is the proper documentation for supporting these damage items, and Mr. Rankel does explain the basis for the numbers he states for these damage items (totaling \$1,444,000.00, which is 24.2% in amount of the total damages of \$5,984,415.70 itemized in the expert report). As will be seen by examining Mervyns’s arguments, the problem is that, respectfully stated, Mervyns’s counsel seems not to understand the business documents attached to the Rankel report and thus seems not to understand how the attached documentation establishes and supports these damage items (which the documentation does). That problem, however, does not provide a basis for a motion to strike under Rule 26.

A. Item 3: Returns, Cancellations and Unjustified Chargebacks For Accepted Garments.

Damage Item 3 is for returns, cancellations and unjustified chargebacks for accepted garments, which Mr. Rankel set at \$250,000.00 given the amount of “R for Rampage” business that Mervyns did with Great White Bear. Mr. Rankel’s report clearly states the “basis” for this damage item. This damage item represents the losses from: (i) Mervyns returning garments and cancelling orders of made garments that ended up in a Great White Bear warehouse, as to which Great White

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Bear had to take a loss on such garments because of the Rampage exclusive license; and (ii) Mervyns making what Great White Bear considered to be unauthorized deductions when paying Great White Bear's invoices -- chargebacks taken when Great White Bear's invoices were paid by Mervyns to the factor, Israel Discount Bank ("IDB Factor"), which had purchased the receivables as the time of the shipment and loaned funds to Great White Bear to operate and pay for the garments prior to being paid by Mervyns. These are very real costs resulting from Mervyns's breach of contract, and Mr. Rankel identifies these costs as appearing in two kinds of documents attached as collective Exhibit 4: (a) IDB Factor Aging Statements (accounts receivable); and (b) checks and client reports showing chargebacks.

Mervyns's attack on the stated "basis" for this damage item consists of a series of misconceived assertions about the documentation.

Mervyns disparages the documentation that Mr. Rankel provides for these costs as just "a stack of documents" (Mervyns Mem. p. 7); however, that is just being argumentative without real substance. IDB Factor Aging Statements, checks and client reports showing chargebacks are not just a stack of documents. It is true that, as Mervyns complains, IDB Factor Aging Statements include buyers other than Mervyns on them; however, that is because the IDB Factor Aging Statements track payments by buyers, including Mervyns, and those payments reflect, among other things, that as to garments factored by IDB, payments were or were not made by buyers, including Mervyns. It is the Mervyn numbers on those IDB Factor Aging Statements that are relevant.

Mervyns claims that Mr. Rankel does not explain how he relied on "this myriad of documents" to reach the figure of \$250,000.00. (Mervyns Mem. p. 7.) This is not so. Only because Mervyns does not deal with the kind of documents attached to the report for this damage item -- IDB

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Factor Aging Statements, checks and client reports showing chargebacks -- can Mervyns take the position it does. The documents reflect returns, cancellations and chargebacks for accepted garments.

Mervyns admits that it did engage in making chargebacks, but asserts that they were justified because of performance issues. (Mervyns Mem. p. 7.) The defense that Mervyns did not breach the contract is certainly available to Mervyns; however, as Mr. Rankel notes in his report, his task is not to adjudicate the breach of contract, but rather to do a accounting of the damages assuming, for the purposes of the report, that there has been separately established the breach of contract.

B. Item 7: Lost Opportunity Costs.

Damage item 7 is for lost opportunity costs, set at \$700,000.00, resulting from the loss of business that Great White Bear forewent in order to do the Mervyns's contract for the "R for Rampage" line. The final Rankel report clearly states the "basis" for this conclusion. Mr. Rankel, the outside accountant to Great White Bear, notes in his report that, excluding Mervyns, Great White Bear had a core customer base of approximately \$8 million, but that by prioritizing the work of the company for Mervyns, Great White Bear was not able to fill orders for customers as Charming Shoppes and Cato's because overseas factories applied deposits provided for other orders that were applied to the costs of garments for Mervyns. What Mr. Rankel attached as supporting documentation for this damage item are confirmed orders from Charming Shoppes for delivery in 2005 that could not be shipped due to Great White Bear, LLC's business with Mervyns.

Mervyns's attack on the stated "basis" for this damage item again consists of an erroneous series of argumentative assertions about the documentation.

Mervyns first claims that the documentation is "irrelevant" (Marvyns Mem. p. 8); however, confirmed purchase orders are clearly relevant to a damage item that is for the losses resulting from

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not being in a position to fill those purchase orders due to a contract with another customer (Mervyns) that breached that contract.

Mervyns then argues that there is no indication on the purchase orders that the orders were not filled by Great White Bear (Mervyns Mem. p. 8); however, a purchase order in the ordinary course of business would not contain that information.

Mervyns further argues that the attached documentation is only for Charming Shoppes and not Cato's (Mervyns Mem. p. 8); however, documentation for the loss resulting from the lost sales to Charming Shoppes alone substantiates the damage number.

Mervyns finally argues that even if the documentation shows lost sales, the numbers do not total to \$700,000.00 (Mervyns Mem. p. 8); admittedly, the total is closer to \$800,000.00, making the \$700,000.00 number conservative.

C. Item 8: Lost Overseas Deposits.

Damage item 8 is for lost overseas deposits of \$494,000.00. The final Rankel report clearly states the "basis" for this conclusion. Mr. Rankel, the outside accountant to Great White Bear, explains that Great White Bear was required by the overseas suppliers and factories to make deposits (advances) to overseas suppliers and factories in order to have the "R for Rampage" garments made for Mervyns and that the cancellation of the Mervyns orders cost Great White Bear the stated amount in lost deposits. Mr. Rankel attached supporting documentation a schedule from Quickbooks showing the lost overseas deposits made for the "Mervyns" garments.

Mervyns's attack on the stated "basis" for this damage item consists of an argument about the supporting documentation that is just wrong. Mervyns erroneously argues that the Quickbook schedule does not refer to overseas deposits, but only "Total Purchase of finish goods," and thus this

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simply cannot be the basis of Mr. Rankel's opinion even though there is a "coincidence" of the Quickbooks schedule showing a total of \$494,000.00. (Mervyns Mem. pp. 8-9.) What "Total Purchase of finish goods" in the Quickbooks schedule refers to, however, are payments made up front for the Mervyns garments to what are overseas suppliers and factories; an up front payment is a deposit or advance; and the Quickbooks schedule supports precisely the \$494,000.00 included in the damage total. That is not a coincidence, but quite differently an accounting of the lost advances when Mervyns breached the contract.

III.

DAMAGE ITEMS 4, 5 AND 6 IN THE FINAL REPORT OF STEPHEN J. RANKEL, C.P.A. ON DAMAGES SHOULD NOT BE STRICKEN

Mervyns argues that the Court should strike damage items 4, 5 and 6 in the expert report of Stephen J. Rankel, C.P.A. on the ground that no documentation or other information as to the basis for these damage items. (Marvyns Mem. p. 5.) The short answer is that the final Rankel report does provide the "basis" for these damage items (totaling \$277,549.04, which is 4.6% in amount of the total damages of \$5,984,415.70 itemized in the expert report). As will be seen by examining Mervyns's arguments, the problem is that, respectfully stated, Mervyns's counsel seems not to understand the garment business to a sufficient degree to know why these damage items are properly included. That problem, however, does not provide a basis for a motion to strike under Rule 26.

A. Item 4: Lost Samples and Development Costs.

Damage item 4 is for lost samples and development costs st at \$7,500.00. The final Rankel report clearly states the "basis" for this conclusion: Great White Bear created a new sportswear line for Mervyns with the exclusive license "R for Rampage" and in the process required incurring: (i)

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costs in purchasing and making samples and (ii) development costs in patterns, sourcing and the like

Mervyns argues that the number for this damage item is a “random” figure that cannot be used, whether conservative or not. (Mervyns Mem. p. 5.) A “conservative” number as stated by Mr. Rankel, however, is not a “random” number and not a guess. Sample and development costs are inherent and cannot be avoided in the process of developing a new line of garments, which had a stated amount: \$11,700,000 in committed sales from Great White Bear to Mervyns in a 18-month or 3-season period. Given that amount of business, a \$7,500.00 figure for samples and development costs is a conservative number for the outside accountant to Great White Bear knowing the specific finances of Great White Bear and an accountant with 25 years in the apparel and textile industries.

B. Item 5: Lost Additional Employees’ Time and Effort.

Damage item 5 is for lost additional employees’ time and effort calculated to be \$260,049.04. The final Rankel report clearly states the “basis” for this conclusion: precise amounts for (a) two employees hired to handle the EDI for Mervyns, (b) employee time redirected to Mervyns and (c) employee time for sales, administrative, samples and patterns allocated to Mervyns.

Mervyns acknowledges that Mr. Rankel does provide an identification of the specific employees whose time is being included in the calculation based on specific amounts ascribed to each employee, but still faults Mr. Rankel for picking numbers out a hat and not providing such information as start and end dates for employees. (Mervyns Mem. p. 6.) This argument does not undercut the fact that Mr. Rankel provides a “basis” for the number for this damage item.

C. Item 6: Interest – Returns, Cancelled Orders and Unjustified Chargebacks.

Damage item 6 is for interest on returns, cancelled orders and unjustified chargebacks, set at \$10,000.00. The final Rankel report clearly states the “basis” for this conclusion: Great White

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Bear was financed by IDB Factor (such financing was necessary and typical in the apparel industry); there was, however, an additional cost attributable to the Mervyns breach in additional finance interest resulting from unshipped garments in inventory, returned garments in inventory and unjustified chargebacks; and taking into account that the factor IDB was charging 12% on all advances and the amount of business that Mervyns did and was contracted to do with Great White Bear, additional interest charges that would not have occurred but for the Mervyns breach are what are included in this damage item.

Mervyns faults this damage item for lacking documentation and for being a guess (Mervyns Mem. pp. 6-7); however, supporting documentation under damage item 3 for the costs in the unshipped garments in inventory, returned garments in inventory and unjustified chargebacks is provided, and a guess is not made in stating a conservative number for this damage item. What Mr. Rankel supplies to derive the number is the 12% charge on all advances that the factor IDB was charging and the amount of the contracted for business with Mervyns.

IV.

**RULE 37 OF THE FEDERAL RULES OF CIVIL PROCEDURE AND
ITS INTERPRETATIVE CASE LAW DOES NOT SUPPORT STRIKING
DAMAGES ITEMS 3-8 IN THE FINAL RANKEL REPORT AND
DOES NOT SUPPORT AWARDED ATTORNEY FEES AND COSTS**

Rule 37 of the Federal Rule of Civil Procedure and its interpretative case law does not support striking damages items 3-8 in the final Rankel report and certainly does not support awarding attorneys fees and costs. In compliance with an April 8, 2008 order of the Court that set a 48-hour deadline to provide a final Rankel report by 5:00 PM on April 10, 2008, there is no dispute that Great White Bear did so; and indeed, Mervyns's present motion contests the adequacy of only

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certain damage items in the final Rankel report comprising 28.8% of the itemized damages in terms of amount. Even as to Mervyns's motion, damage items 3 through 8 in the final Rankel expert report should not be stricken for failure to provide the "basis" for the opinions stated in that expert report because, as discussed above, the final Rankel report does provide that "basis" and is compliant with Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure, precluding there being any issue of sanctions under Rules 37(b)(2) and 37(c)(1) of the Federal Rules of Civil Procedure. What is more, the relevant procedural history shows that prior to the April 8 Order and April 10 compliance with that Order, Great White Bear provided an expert report by Laurence Lazar that is not being challenged and further, Great White Bear, without conceding any inadequacy under Rule 26 of the Federal Rules of Civil Procedure, provided requested supplementation as to prior iterations of the Rankel report at every turn in a cooperative effort to get the discovery done in this case.

A. Rule 37 of the Federal Rules of Civil Procedure and Interpretative Case Law Does Not Support Striking Damage Items 3-8.

Rule 37 of the Federal Rules of Civil Procedure and its interpretative case law first of all do not support striking damage items 3-8 from the Rankel report. As noted above, when there is compliance with Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure, the issue of sanctions, much less the sanction of preclusion, is not even reached under Rules 37(b)(2)(A) and 37(c)(1) of the Federal Rules of Civil Procedure.

Furthermore, the case law establishes that preclusion under Rule 37 is not automatic for non-compliance with Rule 26(a)(2)(B) and is not generally ordered, *Atkins v. County of Orange*, 372 F.Supp.2d 377, 395-396 (S.D.N.Y. 2005). As noted above, this Court has recognized that a decision to grant a motion to strike is a "drastic" one which should not be made without a showing of "good

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cause.” Rodriguez v. Pataki, 293 F.Supp.2d 305, 308-309 (S.D.N.Y. 2003)(Mass, Mag. J.).

The cases cited by Mervyns for preclusion involved different, more extreme facts and are inapposite:

(i) Venite v. St. Luke's/Roosevelt Hosp., No. 01 Civ. 4067, 2002 WL 1461493 (S.D.N.Y. 2002), a medical malpractice action, is cited by Mervyns for the proposition that the failure to meet a clearly articulated deadline to produce an expert report warrants preclusion. The facts in that case, however, were very different. There, an amended deadline was set by the Court giving two more months to both parties, the plaintiff submitted her expert report meeting the amended deadline, but the defendant's expert report was not submitted until two months after the amended deadline and six weeks before the scheduled trial, causing the trial court judge to conclude that under the circumstances of that very different case, preclusion of defendant's expert report was proper.

(ii) Williams v. County of Orange, No. 03 Civ. 5182, 2005 WL 6001507 (S.D.N.Y. Dec. 13, 2005), an action brought by a prisoner under 42 U.S.C. § 1983 and New York state law for alleged deliberate indifference to the prisoner's medical needs, is cited by Mervyns for the proposition that the failures to meet deadlines and to identify portions of material relied upon for opinions warrants preclusion. Again, however, the facts were very different. The defendant County submitted an expert report by a doctor whose qualifications and basis in the medical records for the stated medical conclusion were not provided as required by Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure by the Court ordered scheduled deadline.

(iii) Maurizio v. Goldsmith, No. 96 Civ. 4332, 2002 WL 535146 (S.D.N.Y. Apr. 9, 2002), a Lanham Act case, is cited by Mervyns for the proposition that preclusion is warranted

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because the expert did not relate specific data to the damages calculation he made. As noted above (pp. 8-9), *Maurizio* involved different facts: the expert report there asserted, based on the expert's general experience in the publishing industry only, that damages suffered by plaintiff Maurizio should include a proportionate share of 70% of defendant Goldsmith's credits, participation and income from books authored by defendant Goldsmith. In contrast here, Mr. Rankel is not relying upon his general knowledge and experience as an accountant for the damages items, but the identified financial information from Great White Bear.

(iv) *Koppell v. New York State Bd. Of Elections*, 97 F.Supp.2d 477 (S.D.N.Y. 2000), an Election Law case, is cited by Mervyns for the proposition that preclusion is warranted where the expert does not provide a clear understanding of the data upon which the expert relied. As noted above (p. 9), *Koppell* involved different facts: while one expert report submitted by plaintiff there was upheld against challenge, an expert report submitted by defendants was stricken by the District Judge because it did not satisfy the requirements of *Daubert v. Merrill Dow Pharm., Inc.*, 509 U.S. 579 (1993), and Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure, as there was no relation between, on the one hand, pieces of campaign literature and newspaper articles and, on the other, his conclusion that "position bias" was not determinative in the analyzed elections. In contrast here, Mr. Rankel has provided an accounting of damages based on a theory of damages and specific financial information, not an amorphous political analysis of elections.

B. Rule 37 of the Federal Rules of Civil Procedure and Interpretative Case Law Does Not Support Awarding Fees and Costs.

Rule 37 of the Federal Rules of Civil Procedure and its interpretative case law also do not support awarding attorney fees and costs with respect to the final Rankel report. As noted above,

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when there is compliance with Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure, the issue of sanctions, much less the sanction of awarding fees and costs, is not even reached under Rules 37(b)(2) and 37(c)(1) of the Federal Rules of Civil Procedure.

Furthermore, sanctions under Rule 37 of the Federal Rules of Civil Procedure are required to be “just,” Daval Steel Prod. v. M/V Fakredine, 951 F.2d 1357, 1366 (2d Cir. 1991), and an award of fees and costs require far, far more extreme circumstances than this case. See, e.g., Remee Products Corp. v. Sho-Me Power Electric Cooperative, No. 01 Civ. 5554, 2002 WL 31323827 (S.D.N.Y. Oct. 17, 2002)(repeated, ongoing two year failure by defendant to obey numerous court orders).

The one and only case cited by Mervyns is inapposite. In Rouson v. Eicoff, No. 04 Civ. 2784, 2007 WL 1827422 (E.D.N.Y. June 25, 2007), the sanction of awarding fees and costs was warranted because “defendants’ counsel repeatedly violated court orders.” As much as Mervyns strains to depict Great White Bear in the same light (Mervyns Mem. 10-11), that is not the case here at all. Mervyns has not challenge and could not reasonably challenge, under Rule 26 of the Federal Rules of Civil Procedure, the sufficiency of the expert report of Laurence P. Lazar, which has not been an issue for six weeks as of the date of this Memorandum of Law; and in compliance with the Court’s Order dated April 8, 2008, Mervyns has received the final expert report of Stephen J. Rankel, C.P.A. that is not even challenged by Mervyns as to 71.2% of the itemized damages in terms of amount and that, as shown above, is fully compliant with Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure. What Mervyns does in order to depict Great White Bear as derelict is to misuse Great White Bear’s cooperative willingness to have supplement its expert reports as evidence of wilful non-compliance with court orders. A review, however, of the “Relevant Procedural History” stated

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above (pp. 2-5) leads inexorably to the conclusion that it would not be "just" for fees and costs to be awarded.

CONCLUSION

For the reasons stated above, Defendant Mervyns's motion to strike damage items 3-8 in the final Rankel report and to be awarded fees and costs should be denied, and such further and other relief as the Court deems proper should be ordered.

**Dated: New York, New York
April 24, 2008**

NESENOFF & MILTENBERG, LLP



By: /s/ Philip A. Byler, Esq.
Philip A. Byler, Esq.

**Attorneys for Plaintiff Great White Bear, LLC
363 Seventh Avenue - Fifth Floor
New York, New York 10001
212.736.4500**

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

GREAT WHITE BEAR, LLC

Plaintiff,

-against -

MERVYNS, LLC,

Defendant.

06 Civ. 13358 (RMB)(FM)

**DECLARATION OF PHILIP
A. BYLER, ESQ. IN OPPOSITION
TO MOTION TO STRIKE ITEMS
3-8 IN RANKEL REPORT AND
AWARD FEES AND COSTS**

PHILIP A. BYLER, ESQ., hereby declares subject to the penalties of perjury pursuant to 28 U.S. C. § 1746:

1. I am a member of the Bars of, among others, the States of New York and Ohio, the U.S. District Courts for the Southern and Eastern Districts of New York, the U.S. Courts of Appeals for the Second, Sixth, Eleventh and Federal Circuits, and the U.S. Supreme Court. I am the Senior Litigation Counsel to the firm of Nesenoff & Miltenberg, LLP, attorneys for plaintiff Great White Bear LLC ("Great White Bear") in the above-captioned action.

2. The following papers are being submitted in opposition to motion by Defendant Mervyns LLC ("Mervyns") to strike items 3-8 in the final expert report of Stephen J. Rankel, C.P.A.¹ and to award fees and costs:

(i) this Declaration dated April 24, 2008, describing the papers in opposition to Mervyns's motion to strike and for fees and costs and stating the procedural history of the case; and

(ii) Plaintiff Great White Bear LLC's "Memorandum Of Law In Opposition To Defendant Mervyns LLC's Motion To Strike Items 3-8 In The Expert Report Of Stephen J. Rankel, C.P.A. and For Fees And Costs," stating the reasons why Defendant Mervyns's motion to strike

¹ Mervyns acknowledges that it is not seeking to strike damages items 1 and 2 of the final Rankel report, but purports to reserve its right to do so after deposition under Daubert v. Merrell Dow Pharmaceuticals, Inc., 509 U.S. 579 (1993). Great White Bear is confident that there will be no Daubert issue as to Mr. Rankel's accounting for lost profits and lost royalty payments. Great White Bear does note that at the conference before District Judge Richard M. Berman held on April 16, 2008, Judge Berman stated that all motions for summary judgment, Daubert preclusion and real party in interest are to be submitted to him at one time before trial.

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items 3-8 in the final expert report of Stephen J. Rankel, C.P.A. and to award fees and costs should be denied.

The Relevant Procedural History

3. The key point of relevant procedural history is that on April 8, 2008, the Court ordered Great White Bear's counsel to submit in 48 hours, by 5:00 PM on April 10, 2008, a final expert report of Stephen J. Rankel, C.P.A. as to damages (there was and for six weeks had been no issue as to the completeness of the expert report of Laurence P. Lazar as to industry practices previously produced by Great White Bear); and on April 10, 2008, counsel to Great White Bear produced that final expert report of Stephen J. Rankel, C.P.A. under cover of letter stating why the final expert report fully satisfied Rule 26 of the Federal Rules of Civil Procedure. The letter and the final report of Stephen J. Rankel, C.P.A. were also copied to the Court. Attached as Exhibit A is a copy of the Order dated April 8, 2008; attached as Exhibit B is a copy of my letter dated April 10, 2008, explaining full compliance with Rule 26 of the Federal Rules of Civil Procedure by the final Rankel report; and a copy of the final Rankel report itself was provided to the Court on April 10, 2008 and has been provided again as Exhibit O to the Declaration of Mervyns's counsel Lisa Simpson. These developments were preceded by the following.

4. Following fact discovery (including voluminous document production by Great White Bear to Mervyns and depositions by Mervyns counsel of Great White Bear principals), on November 29, 2007, the Court entered an Order requiring, among other things, that Great White Bear disclose its experts by December 14, 2007, and submit expert reports by January 11, 2008. Attached as Exhibit C is a copy of the November 29, 2007 Order. On December 14, 2007, Great White Bear made the required disclosure of its experts per the November 29, 2007 Order. Attached as Exhibit D is a copy of Great White Bear's expert disclosure statement. On January 11, 2008, the parties by agreement requested an extension of Great White Bear's due date for expert reports from January 11, 2008, to January 21, 2008; and the Court so ordered that request. Attached as Exhibit E is a copy of the letter so ordered by the Court.

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5. In compliance with the deadline to submit expert reports, Great White Bear served on January 21, 2008, two expert reports, one by Laurence P. Lazar as to industry practices (Exhibit F hereto) and one by Stephen J. Rankel, C.P.A. as to damages (Exhibit G hereto). Stephen J. Rankel is a certified public accountant (since 1983) who is an Executive Partner of the New York City accounting firm of Citrin Cooperman & company, LLP and who has had 25 years of experience as an accountant servicing companies in the apparel and textile industries.

6. Over three weeks later, on February 6, 2008, counsel to Mervyns sent a letter to counsel for Great White Bear stating that the two expert reports did not comply in all particulars with Rule 26 of the Federal Rules of Civil Procedure. Attached as Exhibit H is a copy of the February 6, 2008 letter of Mervyns's counsel. On February 13, 2008, counsel to Great White Bear replied providing informal supplementation and promising supplemental reports to incorporate the informally provided information when the two expert witnesses returned to New York. Attached as Exhibit I is a copy of the February 13, 2008 letter of Great White Bear's counsel. On February 20, 2008, counsel to Great White Bear provided a supplemental report of Laurence P. Lazar (concerning prior testimony, publications and compensation) and promised a supplemental report by Stephen J. Rankel, C.P.A. (who was still out of town at the time). Attached as Exhibit J is a copy of the February 20, 2008 letter of Great White Bear's counsel and the supplemental report. Thereafter, there was no issue as to completeness of the expert report of Laurence P. Lazar.

7. On February 21, 2008, counsel to Mervyns applied to the Court requesting that a firm date be set for the supplemented expert report of Stephen J. Rankel, C.P.A. as to damages and an extension of Mervyns's time to serve its expert reports. On February 25, 2008, the Court set March 14, 2008, as the date for the supplemented Rankel report and extended Mervyns's time as to its expert reports. Attached as Exhibit K is a copy of the February 21, 2008 letter of Mervyns's counsel with the February 25, 2008 Order of the Court endorsed thereon. On February 28, 2008, well before the Court deadline, Great White Bear provided a supplemented report from Stephen J. Rankel, C.P.A. and requested counsel to Mervyns to advise counsel to Great White Bear if it were believed

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that any further supplementation was in order. Attached as Exhibit L is a copy of the February 28, 2008 letter of Great White Bear's counsel and the supplementation for the Rankel report.

8. One week later, on March 6, 2008, counsel to Mervyns sent a letter to counsel Great White Bear summarily asserting, without specifics, that the supplemented Rankel report was still insufficient. Attached as Exhibit M is a copy of the March 6, 2008 letter of Mervyns's counsel. Without agreeing with counsel to Mervyns, counsel to Great White Bear provided on March 14, 2008, an additional supplementation to the Rankel report with a cover letter pointing out the supplemented Rankel report complied with Rule 26 of the Federal Rules of Civil Procedure and requesting that any further issue be raised with counsel. Attached as Exhibit N is a copy of the March 14, 2008 letter of Great White Bear's counsel and additional supplementation for the Rankel report.

9. Nothing was heard from counsel to Mervyns for a week until the afternoon of Good Friday, March 21, 2008, when counsel to Mervyns made application to the Court for permission to move to strike the Rankel report; and on that same day, counsel to Great White Bear replied that the supplemented Rankel report complied with Rule 26 of the Federal Rules of Civil Procedure and that a motion to strike the whole report was not justified based on the five items raised by Mervyns tat went to only 29% of the total damages itemized. Attached as Exhibit O is a copy of the Good Friday letter of Mervyns's counsel, and attached as Exhibit P is a copy of the response of Great White Bear's counsel. Among other things, I wrote:

... The Rankel report, as supplemented, satisfies Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure. That Rule requires that an expert report contain the following:

“(i) a complete statement of all opinions the witness will express and the basis and reasons for them;

“(ii) the data or other information considered by the witness in forming them;

“(iii) any exhibits that will be used to summarize or support them;

“(iv) the witness's qualifications, including a list of all

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publications authored in the previous ten years;

“(v) a list of all other cases in which, during the previous four years, the witness testified as an expert at trial or by deposition; and

“(vi) a statement of the compensation to be paid for the study and testimony in the case.”

When I sent the second supplement to Ms. Simpson, I stated in my cover letter that the Rankel letter satisfied all six requirements. . . . Ms. Simpson thereafter did not with me dispute my statement of compliance, as my letter requests if she did, and even now does not dispute that the Rankel report fully satisfies requirements (i), (iii), (iv), (v) and (vi).

Yet, Ms. Simpson wants to try to stop Plaintiff GWB from proving its damages case with testimony by a certified public accountant who knows the finances of Plaintiff GWB because, while Mr. Rankel does provide in his report a statement of “the data or other information considered by the witness in forming [his opinions]”, which is requirement (ii) in the Rule, Ms. Simpson argues that more detailed information should be provided as to five of eleven damage items. . . .

10. On April 8, 2008, a teleconference of counsel and the Court was held at which time, as noted at the beginning of this statement of procedural history, the Court gave Great White Bear’s counsel to submit in 48 hours, by April 10, 2008, for Great White Bear to submit a final expert report of Stephen J. Rankel, C.P.A. as to damages; and on April 10, 2008, counsel to Great White Bear produced that final expert report of Stephen J. Rankel, C.P.A. (Exhibit O to Simpson Declaration) under cover of letter stating why the final expert report fully satisfied Rule 26 of the Federal Rules of Civil Procedure (Exhibit B hereto).

11. In the Order issued by the Court on April 8, 2008 (Exhibit A hereto), permission was given by the Court for Mervyns to make, by April 17, 2008, a motion to strike and Mervyns was excused from submitting its expert reports in the meantime. At approximately 11:00 PM on April 17, 2008, counsel for Mervyns electronically filed, albeit incorrectly, its motion to strike items 3-8 in the final Rankel report and to be awarded fees and costs. This documented Declaration and an accompanying Memorandum of Law are being submitted in opposition.

I declare under the penalty of perjury that the foregoing is true and correct.

**Dated: New York, New York
April 24, 2008**

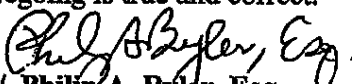
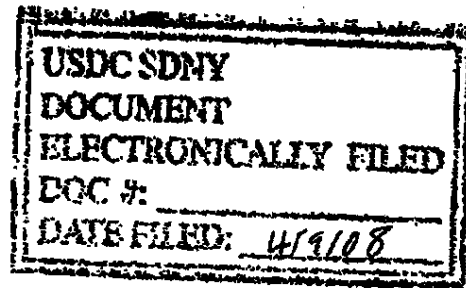

/s/ **Philip A. Byler, Esq.**
Philip A. Byler, Esq.

Exhibit A



1. By 5:00 p.m. on April 10, 2008, the plaintiff shall provide the defendant with Mr. Rankel's final expert report, together with any necessary schedules and other documentation. The amended report shall take the form of one cohesive report, not supplements to the prior reports prepared by the expert.
2. On or before April 17, 2008, the defendant may file a motion to strike Mr. Rankel's report if it believes inadequacies persist.
3. On or before April 24, 2008, the plaintiff shall file any opposition papers.
4. The defendant need not produce its own experts' reports until further order of the Court.

5. A further telephone conference shall be held on April 29, 2007, at 10:00 a.m. Counsel for the defendant shall initiate the call by dialing Chambers at (212) 805-6727.

SO ORDERED.

Dated: New York, New York
April 8, 2008

SO ORDERED.



FRANK MAAS
United States Magistrate Judge

Copies to:

Honorable Richard M. Berman
United States District Judge

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Fax: (212) 736-2260

Lisa T. Simpson, Esq.
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Exhibit B

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PARALEGAL
TANYA C. SIMMONS

April 10, 2008

BY HAND

Lisa T. Simpson, Esq.
Orrick, Herrington & Sutcliffe, LLP.
666 Fifth Avenue
New York, New York 10103

Re: *Great White Bear, LLC v. Mervyns, LLC*,
Index No. 06 Civ. 13358 (S.D.N.Y.)(RMB)

Dear Ms. Simpson:

As you know, I am an attorney for the Plaintiff Great White Bear, LLC. ("Plaintiff GWB") in the above-referenced diversity breach of contract action. Per leave kindly given by U.S. District Court Magistrate Judge Frank Mass on April 8, 2008, enclosed with this cover letter is the final Rankel damages expert report.

The final Rankel damages expert report satisfies Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure. That Rule requires that an expert report contain the following:

"(i) a complete statement of all opinions the witness will express and the basis and reasons for them;

"(ii) the data or other information considered by the witness in forming them;

"(iii) any exhibits that will be used to summarize or support them;

"(iv) the witness's qualifications, including a list of all publications authored in the previous ten years;

"(v) a list of all other cases in which, during the previous four years, the witness testified as an expert at trial or by deposition; and

"(vi) a statement of the compensation to be paid for the study and testimony in

NESENOFF & MILTENBERG, LLP

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the case.”

A review of these elements as against the enclosed final Rankel damages expert report establishes that the final Rankel damages expert report fully satisfies Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure.

**Subsection (i): “a complete statement of all opinions
the witness will express and the basis and reasons for them”**

The enclosed final Rankel damages expert report contains the opinions and the basis and reasons for those opinions. Part II of the final Rankel damages expert report outlines the approach taken to the accounting of damages and identifies the two general categories of damages. Part III of the final Rankel damages expert report provides a summary list of the items of damages with amounts added to a total number. Part IV of the final Rankel damages expert report provides an analysis of each of the damage items with the basis and reasons for including the damage item and for the number stated for the item. Part V of the final Rankel damages expert report performs a check on the damages calculation by providing a summary financial history of Plaintiff GWB.

**Subsection (ii): “the data or other information
considered by the witness in forming them”**

The enclosed final Rankel damages expert report states the data and information considered in preparing the report, identifies and discusses documents used in deriving the specific damage item figures and further attaches as exhibits documents in support of the damages analysis.

**Subsection (iii): “any exhibits that will be used
to summarize or support them”**

The enclosed final Rankel damages expert report refers to the charts on pages 5 and 12 as being trial exhibits and likely the subject of enlarged size charts at trial.

**Subsection (iv): “the witness’s qualifications, including a
list of all publications authored in the previous ten years”**

The enclosed final Rankel damages expert report provides this information in Part I of the report on pages 1 and 2.

**Subsection (v): “a list of all other cases in which, during the previous
four years, the witness testified as an expert at trial or by deposition”**

The enclosed final Rankel damages expert report provides this information in Part I of the report on page 2.

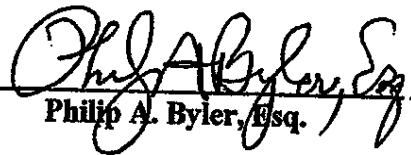
NESENOFF & MILTENBERG, LLP

Page -3-

Subsection (vi): "a statement of the compensation to be paid for the study and testimony in the case"

The enclosed final Rankel damages expert report provides this information in Part I of the report on page 2.

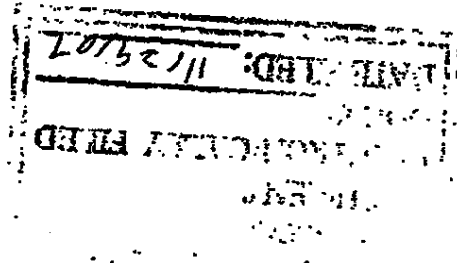
Respectfully submitted,
NESENOFF & MILTENBERG, LLP

By: 
Philip A. Byler, Esq.

cc: The Honorable Frank Mass, Magistrate Judge
(By Overnight Courier)

Exhibit C

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



-----X
GREAT WHITE BEAR, LLC,

Plaintiff,

ORDER

-against-

06 Civ. 13358 (RMB)(FM)

MERVYNS, LLC,

Defendant.

-----X
FRANK MAAS, United States Magistrate Judge.

Pursuant to a telephone conference held yesterday, it is hereby

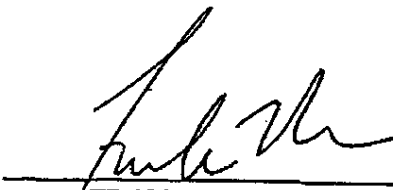
ORDERED that:

1. On or before December 14, 2007, the plaintiff shall identify its experts and provide the defendant with all of the information required by Fed. R. Civ. P. 26(a)(2), other than its experts' reports.
2. On or before January 11, 2008, the plaintiff shall serve its experts' reports.
3. On or before February 8, 2008, the defendant shall provide the plaintiff with all of the information required by Fed. R. Civ. P. 26(a)(2), including its experts' reports.
4. On or before February 22, 2008, the plaintiff shall serve any rebuttal reports.
5. On or before March 14, 2008, expert discovery shall be completed.

6. A further telephone conference shall be held on March 31, 2008, at 10:00 a.m. Counsel for the plaintiff shall initiate the call by dialing the main number of Chambers, (212) 805-6727.

SO ORDERED.

Dated: New York, New York
November 29, 2007


FRANK MAAS
United States Magistrate Judge

Copies to:

Honorable Richard M. Berman
United States District Judge

Philip A. Byler, Esq.
Nesenoff & Miltenberg LLP
Fax: (212) 736-2260

Lisa T. Simpson, Esq.
Orrick, Herrington & Sutcliffe LLP
Fax: (212) 506-5151

Exhibit D

(48) 12/13/07
N+M

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

GREAT WHITE BEAR, LLC

Plaintiff,

-against -

MERVYNS, LLC,

Defendant.

06 Civ. 13358 (RMB)(FM)

**PLAINTIFF'S FED. R. 26(a)(2)(A) CIV. P.
DISCLOSURE OF EXPERT WITNESSES**

Pursuant to Rule 26(a)(2)(A) of the Federal Rules of Civil Procedure, Plaintiff GREAT WHITE BEAR, LLC ("Plaintiff"), by its attorneys Nesenoff & Miltenberg, LLP, hereby discloses Plaintiff's expert witnesses:

Industry Expert

Name & Address: Laurence P. Lazar
201 East 36th Street
New York, New York 10016

Expert's Background: Graduated with B.A. from University of Miami (Fl.)
President and Principal of Network Industries Corp. (1978-2004)
- \$65-\$70 million revenues company in garment industry
- Customers included K Mart and Walmart
Importing Consultant (2004-present)

Damages Expert

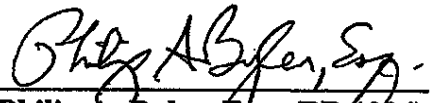
Name & Address: Stephen J. Rankel
Citrin Cooperman & Company, LLP
529 Fifth Avenue
New York, New York 10017

-2-

Expert's Background: See Exhibit A attached hereto.

Dated: New York, New York
December 13, 2007

NESENOFF & MILTENBERG, LLP

By: 
Philip A. Byler, Esq. (PB 4234)

**Attorneys for Plaintiff Great
White Bear, LLC
363 Seventh Avenue - 5th Floor
New York, New York 10001
212.736.4500**

**TO: ORRICK, HERRINGTON & SUTCLIFFE LLP
Attorneys for Defendant Mervyns, LLC
Attn.: Lisa T. Simpson, Esq./Rishona Fleishman, Esq.
666 Fifth Avenue
New York, New York 10103
212.506.5000**

Exhibit A

12/13/2007 09:58 12125972797

CITRINCOOPERMAN

PAGE 02/06

Stephen J. Rankel
Business Profile

College: Bernard M. Baruch College
Graduated February 1980
Degree - Bachelor of Business Administration (Cum Laude)

Certified Public Accountant: November 7, 1983

Member of: N.Y.S. Society of CPA's
AICPA

Work Experience: Weinick Sanders & Co. (changed name July 1, 1997 to
Weinick Sanders Leventhal & Co., LLP) [1]

April 1980 to September 1984 - Staff Accountant
September 1984 to March 1985 - Worked for a client in the Apparel Industry
March 1985 to April 1987 - Manager Weinick Sanders & Co.
April 1987 to December 1991 - Partner
January 1992 to March 1996 - Executive Partner
March 1996 to July 2005 - Managing Partner [2]

Citrin Cooperman & Co., LLP:
August 2005 to Present - Executive Partner

[1] This firm specializes in the Apparel & Textile Industry with clients of revenues of
1/2 million to \$300 million.

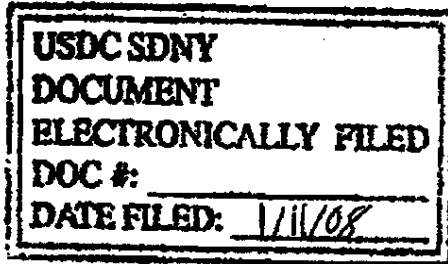
[2] On July 31, 2005, this firm liquidated and 4 partners of Weinick Sanders Leventhal &
Co., LLP joined Citrin Cooperman & Co., LLP.

Exhibit E

01/11/2008 11:32 FAX 0000000000

NESENOFF & MILTENBERG

002/002



NESENOFF & MILTENBERG, LLP

ATTORNEYS AT LAW
363 SEVENTH AVENUE
FIFTH FLOOR

NEW YORK, NEW YORK 10001-3904

TELEPHONE (212) 736-4500

TELECOPIER (212) 736-2260

MEMO ENDORSED

IRA S. NESENOFF
ANDREW T. MILTENBERG

PHILIP A. BYLER
ALAN M. SHECTMAN
SHARI S. LASKOWITZ
LAINE A. ARMSTRONG
MEGAN S. GODDARD
ANDREW S. FLOTKIN

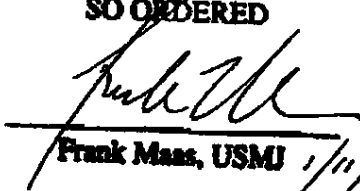
PARALEGAL
TANYA C. SIMMONS

January 11, 2008

APPLICATION GRANTED
SO ORDERED

BY TELECOPIER: 212-805-6724

The Honorable Frank Maas, United States Magistrate Judge
United States District Court - Southern District of New York
Daniel Patrick Moynihan United States Courthouse
500 Pearl Street - Room 740
New York, New York 10007


Frank Maas, USMJ 1/11/08

Re: *Great White Bear, LLC v. Mervyns, LLC*
Index No. 06 Civ. 13358 (S.D.N.Y.)(RMB)(FM)

Dear Judge Maas:

I am the attorney for the Plaintiff Great White Bear, LLC. ("Plaintiff GWB") in the above-referenced diversity breach of contract action, but I write this letter on behalf of both Lisa Simpson, Esq., attorney for Defendant Mervyns, LLC ("Defendant Mervyns"), and myself. Counsel have agreed, in respectful deference to each other's professional schedule and commitments as well as experts' schedules and commitments, to adjust the following dates in the schedule for expert discovery: Plaintiff GWB's experts are due to be served January 21 (identity of Plaintiff GWB's experts has already been made per the original schedule); Defendant Mervyns's reports are due to be served February 27; and Plaintiff GWB's rebuttal reports are due to be served March 10. Because the original schedule dates were Court-ordered dates, both Lisa Simpson and I hereby respectfully request that the Court to "so order" this letter to make the agreed upon dates above the new Court-ordered dates. We thank you for your attention to this matter.

Respectfully submitted,
NESENOFF & MILTENBERG, LLP

By: 
Philip A. Byler, Esq.

cc: Orrick, Herrington & Sutcliffe, LLP. - by telecopier
(Lisa T. Simpson, Esq.)

Exhibit F

49 01/17/08
Ntm

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
GREAT WHITE BEAR, LLC,

Plaintiff,

-against -

MERVYNS, LLC,

Defendant.
-----X

06 Civ. 13358 (RMB)(FM)

**EXPERT REPORT
OF LAURENCE P. LAZAR**

This is a written report by the undersigned, Laurence P. Lazar, in compliance with what I have been advised are the requirements with respect to expert testimony in federal court. In this report, I address certain subjects concerning how the garment industry works as those subjects pertain to the case of Great White Bear, LLC v. Mervyns, LLC, 06 Civ. 13358 (S.D.N.Y.). For this testimony, I have read the Complaint and Answer and certain depositions and deposition exhibits in the case, and I have done so in order to be sufficiently familiar with the facts and factual issues in the case to be in a position to provide testimony about the garment industry that is of material interest to the case.

1. Credentials.

After graduating in 1967 from college with a B.S. degree, I was a stockbroker for Newburger Loeb on Wall Street for about six years until 1973. Having saved money during my years as a stockbroker, I looked to buy a business, but instead in 1974 started up a men's shirt company with my own capital. Since that time in 1974, for the last 33 to 34 years, I have been working in the garment industry. The shirt company lasted until 1976 when I closed the business paying creditors 100% on the dollar. I then went to work in merchandising at Shellburn Shirts, at the time the largest domestic manufacturer of men's shirts, and was there from 1976 to 1978.

In 1978, with a partner, I launched Network Industries Corp.; and from March 1978 to 2004, I was the Executive Vice President and a principal of that company. Network Industries Corp. sold men's and boys' wear and grew into a company with \$50 million of annual revenues. The customers included K Mart, Walmart, Target, Caldor and Zayre. My specific areas of focus in running the company were acquisition of product, design and sale of product.

Since 2004, I have been an importing consultant. My years of experience in the garment industry has included, among other things, dealing with all sorts of import issues and problems, as work in the garment industry entails dealing with foreign manufacturing plants in other parts of the world, including Asia. My years of experience in the garment industry has also included, among other things, such matters as contract relations with customers, placing manufacturing orders to fill orders for customers, shipment issues and quality of garments.

What counts in understanding and being able to explain how the garment industry routinely works is experience; it is not an academic subject.

**2. The Making Of The Contractual Relationship
Between Great White Bear and Mervyns.**

The deposition testimony given by Scott Jeffries, the Mervyns Senior Buyer in Juniors whose responsibilities led him to deal with Great White Bear (pp. 14-17),

and the deposition testimony given by Great White Bear's Sandy Fodiman, Glenn Sands and Danny Fodiman all contain testimony concerning, as I explain below, what in my opinion, based on my knowledge and experience in the garment industry, would be considered in the garment industry a contractual commitment between Great White Bear and Mervyns for the sale by Great White Bear to Mervyns of "Juniors Collections" and "active wear" in certain agreed upon amounts bearing the label "R for Rampage" label for which Great White Bear obtained an exclusive license from the owner of the mark, Rampage company.

Marked as Exhibit 1 at the Scott Jeffries deposition, Exhibit 1 at the deposition of Sandy Fodiman and Exhibit 6 at the deposition of Danny Fodiman was the transcription of a cell phone message left by Scott Jeffries (bearing the numbering P 01090). Marked as Exhibit 2 at the Scott Jeffries deposition, Exhibit 2 at the deposition of Sandy Fodiman and Exhibit 7 at the deposition of Danny Fodiman was an e-mail exchange between Danny Fodiman forwarding a message from Sandy Fodiman to Scott Jeffries and Scott Jeffries confirming in a message back to Danny Fodiman (bearing the numbering P 01091).

Scott Jeffries testified he recalled these communications, explained his use of certain language in his phone message and his emailed message and stated he had authority to enter into such arrangements. (Scott Jeffries Deposition pp. 36-37, 44-

54.) Richard Leto, the Chief Executive Officer of Mervyns (p. 10), testified that it was "entirely up to him [Scott Jeffries] as to whether he basically did business with Sandy Fodiman," that Scott Jeffries told him (Richard Leto) that "he [Scott Jeffries] had committed to do business under the 'R for Rampage' label," that "they would start with active wear for back to school." (Richard Leto Deposition pp. 20, 23.)

While Richard Leto testified that he was not informed about the e-mail bearing the numbering P 01091 and marked for identification as exhibit 1 at Richard Leto's deposition (p. 25-28), I did not see in the deposition testimony any statement that Scott Jeffries was not authorized to make the contractual commitment he did with Great White Bear.

Sandy Fodiman, Glenn Sands and Danny Fodiman in their deposition testimony gave their recollection of how this contractual relationship came about -- meetings with Rampage that resulted in Rampage agreeing to give an "R for Rampage" exclusive license for sales of certain Juniors Collections garments by Great White Bear to Mervyns but needing a guaranteed payment by Great White Bear for the license; Sandy Fodiman going to Scott Jeffries for a commitment; and Scott Jeffries calling Sandy Fodiman and leaving a message and then confirming in an e-mail to Danny Fodiman that "Collections" would be \$9,000,000 at cost and \$4,000,000 at cost in "active wear" for a total of \$13,000,000, in an 18-month or 3-

season period, that was up or down 10% aggressive, leaving \$11,700,000 in committed sales from Great White Bear to Mervyns in that 18-month or 3-season period, at a 38% guaranteed margin with an initial mark up at 67%. (Sandy Fodiman Deposition pp. 47-123; Glenn Sands deposition pp. 67-89; Danny Fodiman Deposition pp. 113-122.)

The deposition testimony of Danny Fodiman indicates that he has had about 20 years in the garment industry (pp. 11-26); the questioning at that deposition included an extended back and forth between the Mervyns attorney and Danny Fodiman during which Danny Fodiman testified that in the garment industry the transcribed voice message and e-mail documents would be considered a contract and the Mervyns attorney insisted on asking about whether there was a separate signed agreement document (pp. 117-122).

The deposition testimony of Sandy Fodiman indicates that he has had over 40 years in the garment industry (pp. 8-24) and also includes an explanation by Sandy Fodiman of how he considered the voicemail and email reflected in the documents marked P 01090 and P 01091 to constitute a contract (pp. 88-90).

In my experience of almost 34 years in the garment industry and according to my resulting knowledge of how the garment industry has operated and does operate, the transcribed voice message and e-mail documents, P 01090 and P 01091, would

be considered a contract in the garment industry and a separate signed document would not be required as a matter of general practice.

The garment industry has not operated and does not operate by way of extensively negotiated, detailed written contracts that business people see lawyers present for the acquisition and sale of a business or the purchase and sale of a parcel of real estate. The garment industry moves too fast for there to be such detailed written agreements. It would be an exaggeration to say that orders in the garment industry may be written on toilet paper, but it is worthwhile to make the exaggerated statement so that it is understood that in the garment industry what would be considered a contractual commitment may be made on the strength of "verbals" and a confirming e-mail.

I have been asked whether the transcribed voice message and e-mail documents, P 01090 and P 01091, would be the basis for a company, here Great White Bear, to enter into an exclusive license agreement with another company, here Rampage; and the answer is yes. The exclusive license agreement in question appears to a document entitled "First Amendment To License Agreement," marked as Iconix Exhibit 4. The deposition testimony of Sandy Fodiman (pp. 61-62, 66-68, 72, 86-87, 89-90) discusses the need for a commitment from Mervyns -- a commitment that Sandy Fodiman understood from Mervyns that Scott Jeffries could make -- in order

for Great White Bear to enter into the exclusive license with a guaranteed license payment to Rampage of a minimum of \$400,000. This is a reflection of how in the garment industry the transcribed voice message and e-mail documents, P 01090 and P 01091, would be considered a contractual commitment.

I have also been asked whether the transcribed voice message and e-mail documents, P 01090 and P 01091, would be considered in the garment industry a sufficiently detailed commitment; and the answer is yes. In the kind of contractual arrangement made here involving a "Collection" of garments and a group of garments ("active wear"), buyer and seller would need to massage the precise selection of the kinds of specific tops, bottoms and the like, but would do so with cost dictating price and with the object of offering what would sell well in the stores, knowing that it would take three or four deliveries to figure out what was going to sell to Mervyns customers; in the end, the total purchased from Great White Bear would reflect the approximate ratio of \$9,000,000 at cost in "Collections" and \$4,000,000 at cost in "active wear" and would still be at least \$11,700,000 in an 18-month or 3-season period. That Mervyn Chief Executive Officer Richard Leto testified (pp. 25-29) that he was not informed about the commitment reflected in the transcribed voice message and e-mail documents bearing the numbering P 01090 and P 01091 (the latter of which was shown to him at his deposition) and that in April 2005 there was not a

meeting right before Scott Jeffries was transferred concerning the commitment to Great White Bear does not square with the expectation that I would have with respect a company dealing with the garment industry such as Mervyns.

I have finally been asked whether the transcribed voice message and e-mail documents, P 01090 and P 01091, would be considered in the garment industry a non-binding "projection"; and the answer is no. I note that at one point in the deposition of Sandy Fodiman, he was asked whether the voicemail in the document marked P 01090 contained a "projection," and Sandy Fodiman's answer was "No, this is the confirmation of what he [Scott Jeffries] could comfortably handle at Mervyns. . . . This document is a voicemail left by Scott Jeffries to me to confirm our agreement that was made by him to me and Great White Bear." (Sandy Fodiman Deposition p. 71-72.) A projection is not an agreement and not something upon which a company such as Great White Bear could rely in order to enter into a license agreement with the owner of a mark such as Rampage and agree with the owner of the mark to pay a guaranteed amount of royalty as Great White Bear did with Rampage.

**3. Problems In The Contractual Relationship
Between Great White Bear And Mervyns.**

The Complaint and the deposition testimony and exhibits that I read reflected that issues arose in the relationship between Great White Bear and Mervyns. In the

normal course in the garment industry, issues will arise and require good faith behavior by a seller and a buyer because we are typically dealing in the garment industry with an ordering, production, shipping and delivery process that involves international commerce and has the potential for a number of problems to develop.

Ordering, Production, Shipping and Delivery Process. The ordering, production, shipping and delivery process in the garment industry typically may be summarized as follows: (i) the placement of orders of specific items of clothing by the buyer with the seller; (ii) the seller going to a factory that today is abroad -- most often somewhere in Asia -- and placing production orders with that factory; (iii) the factory's production of the ordered garments; (iv) the seller's coordination with the factory of receipt of the produced garments for shipment to the United States; (v) the shipment of the ordered garments from the country of the factory to the United States; (vi) the movement of the ordered garments through customs and not delayed by quota limitations on garments coming from a particular country such as China; (vii) the seller's taking possession and inspection of the ordered garments and preparation of the ordered garments for delivery to the buyer; and (viii) the delivery of the ordered garments by the seller to the buyer at a location designated by the buyer with packing and labeling done per the buyer.

This ordering, production, shipping and delivery process requires good faith

behavior by a seller and a buyer; there needs to be communication, coordination and cooperation between buyer and seller. There cannot be, on the buyer's part, a breakdown in communication, coordination and cooperation about which Glenn Sands appears to be was complaining in an e-mail dated June 20, 2005, to Sandy Fodiman; the e-mail was Glenn Sands deposition exhibit 7 (bearing the numbering M 02480 and P 01114). Glenn Sands testified: that he knew his e-mail "by heart"; that the problems identified in the e-mail were "not done to help us"; that he told Sandy Fodiman the Mervyns account had become his "worst nightmare"; that it was obvious to Glenn Sands that after Scott Jeffries had left the account, Mervyns buyer Laura Willett "wanted no part" of Great White Bear; that it is very easy for a buyer to blame the seller saying "you didn't do this, you were suppose to do this"; but that Great White Bear did everything it was suppose to do. (Glenn Sands Deposition pp. 177-184.)

I note in this connection that Laura Willett, the Buyer who moved to Juniors in April 2005 after Scott Jeffries was transferred to another department at Mervyns, testified that she never placed an order with Great White Bear, could not recall discussions with the Junior Buyer Heather Takagi who did place such orders and she (Laura Willett) clearly had an unfriendly relationship with Great White Bear's Glenn Sands. (Laura Willett Deposition pp. 12-13, 38-40, 68-69.) I also note in this

connection that while Laura Willett expressed a negative view of Glenn Sands, she was a buyer for Mervyns for various kinds of garments only since 2003 and thus had about 2 years of experience in dealing with the garment industry (Laura Willett Deposition pp. 10, 12, 68-69), whereas in contrast, Glenn Sands had 30 years of experience in the garment industry, including being a company owner (Glenn Sands Deposition pp. 13-33).

Assuming the truth of what Glenn Sands stated in the referenced e-mail (Glenn Sands deposition Exhibit 7) and the referenced testimony (Glenn Sands deposition pp. 177-184) for the purpose of this written report outlining expert testimony, then what Glenn Sands describes is havoc in the ordering, production, shipping and delivery process that a buyer can cause. Other problems can arise as well discussed next.

Placement of Orders. Standard in the garment industry is the need for 90 to 120 days lead time for the seller to fill orders from the buyer. Glenn Sands testified that he complained numerous times to Heather Takagi, a Mervyns Junior Buyer, and Laura Willett, the Mervyns Buyer, about being given only 60 to 75 days for orders, that 90 days were needed especially given the problem with the China embargo but that his complaints fell on "deaf ears." (Glenn Sands Deposition pp. 159-163.) Danny Fodiman also testified that Great White Bear was being given 60 to 75 days lead time when 90 days were needed (Danny Fodiman Deposition pp. 190-191), and

Danny Fodiman wrote to Laura Willett in an October 17, 2005 e-mail: "We need 90 days going forward on anything to not have any problems going forward." (Willett Deposition Exhibit 5, P 00283.) The need for a 90-day lead time was also reflected in Laura Willett's deposition testimony, when she testified that "it's understood that the junior division typically works on a 90-day lead time." (Laura Willett Deposition p. 51.)

The ordering, production, shipping and delivery process of the garments simply takes time. Part of a working relationship between buyer and seller is for the buyer to communicate information to seller so that seller can initiate the production of the desired garments and then once produced, so that the produced garments are placed in international shipment for delivery in the United States where the seller can prepare the garments for delivery to the buyer per the instructions of the buyer. If it is assumed for the purpose of this written report outlining expert testimony that, as testified to by Glenn Sands and Danny Fodiman, Mervyns gave to Great White Bear only 60 to 75 days to fill orders, then the experience of the garment industry is that Mervyns was giving Great White Bear insufficient time to fill orders.

Collections. Another aspect of difficulty in this case in terms of how the garment industry operates is that what Mervyns was buying from Great White Bear was in good part "Collections." According to the testimony of Glenn Sands, Scott

Jeffries wanted "Collections" to be sold under a Rampage label. I know from my own knowledge in the garment industry that Glenn Sands is correct in his testimony that selling "Collections" adds a dimension of difficulty because, among other things, product comprising the "collection" may be manufactured in different countries with different quotas, there is a need to match colors at the manufacturing level and there is a need to coordinate shipments to fill the orders (Glenn Sands Deposition pp. 71-74). When "Collections" are the subject of a sale in the garment industry, there is all the more reason for good faith cooperation on the part of the buyer and the seller and a need to allow sufficient lead time to fill orders.

Import Quota Limitations and Embargos; Related Customs Delays. I am presently an importing consultant because in my years of experience in the garment industry, I had to deal with the matter of import quotas and embargoes into the United States of garments from a foreign country such as China, with the attendant difficulties and delays in United States customs. I know from my own work that in mid-2005, the United States imposed quotas in imports from China, effectively embargoing shipments from China of garments made in China and tying them up in customs.

Import quota limitations and embargos are not something that a company can do anything about when imposed; they are something concerning which a buyer and

seller need to communicate and cooperate.

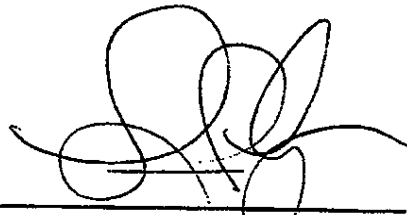
Willett Deposition Exhibit 5 was an exchange of e-mail between, primarily, Danny Fodiman and Laura Willett in early to mid-October 2005 (bearing numbers P 00281-00287). Danny Fodiman states, among other things, in his October 17, 2005 e-mail that: "Not only am I having problems with China but the entire market is as I deal with many other retailers. As for customs we send someone there everyday. Every effort has been made to communicate with your staff. At tremendous amounts of money and effort we have done everything humanly possible to do the right thing." (Willett Deposition Exhibit 5, P 00282.) Yet, while Laura Willett seems in her October 18, 2005 e-mail to concede that Great White Bear was doing "everything in [its] power" to deal with "the China embargo and customs delays," she makes clear that Mervyns may not proceed in buying "R for Rampage" from Great White Bear. (Willett Deposition Exhibit 5, P 00281.) Assuming the truth of what Danny Fodiman stated in his e-mail for the purpose of this written report outlining expert testimony, then what Danny Fodiman describes is the good faith conduct of a company coping with what was a market-wide problem and does not seem in my opinion to be a sufficient occasion for Mervyns's terminating what in my opinion is a contractual commitment with Great White Bear.

That Michael Wallen, the Mervyns General Merchandise Manager, did not

recall the China embargo and resulting customs delays in 2005, was not in communication with Great White Bear concerning shipments and did not recall e-mails between Great White Bear and Mervyns regarding shipment issues (pp. 4, 37-38, 46) made his testimony on this matter not something that, in my opinion and from my experience, I would consider reliable for assessing the situation with respect to the ordering, production, shipping and delivery process as it worked in this case.

Quality of Garments. The quality of garments is a far more serious issue because while there may be problems in the course of the ordering, production, shipping and delivery process of the garments, once the garments are in the United States and available for delivery to the buyer, they need to conform to the expected quality for sale to the ultimate customer in the general public. I did not see anything in what I read in the Complaint and Answer or in the deposition testimony and exhibits that indicated a problem in the quality of the "R for Rampage" garments sold by Great White Bear to Mervyns.

Dated: January 17, 2008



Laurence P. Lazar

Exhibit G

(50) 01/21/08
Mtm

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----x
GREAT WHITE BEAR, LLC

Plaintiff,

-against-

MERVYNS, LLC

Defendant.
-----x

06 Civ. 13358 (RMB)(FM)

**EXPERT REPORT
OF STEPHEN J. RANKEL**

This is a written report by the undersigned, Stephen J. Rankel, in compliance with what I have been advised are the requirements with respect to expert testimony in federal court. I address the damages suffered by Great White Bear, LLC, resulting from Mervyns.

My report is in the following three exhibits. Exhibit A contains my credentials. Exhibit is my recap of damages with Mervyns. Exhibit C contains the financial history of Great White Bear, LLC.

All of the information contained in this report was abstracted from Great White Bear, LLC financial records and documents.


Stephen J. Rankel, CPA

1/21/08
Date

Exhibit A

My credentials are as follows:

College -- Baruch College, January 1980

Certified Public Accountant -- New York State, November 1983

Work Experience -- Weinick Sanders & Co., LLP -- changed name to Weinick Sanders Leventhal & Co., LLP in July 1997. Started with this firm in April 1980, as a staff accountant. From September 1984 to March 1985 worked as a CFO for a client of the firm, returned to Weinick Sanders & Co., LLP in March 1985. Made Partner in 1987, Executive Partner in 1992 and Managing Partner of the firm in 1996. This firm specialized in the Apparel and Textile Industry with myself having over 25 years of experience in this field.

In August 2005, Weinick Sanders Leventhal & Co., LLP split up and four Partners including myself joined Citrin Cooperman & Company, LLP which I am an Executive Partner of the firm.

I am a member of the New York State Society of Certified Public Accountants, as well as a member of the American Institute of Certified Public Accountants.

Exhibit B

**Great White Bear LLC (Plaintiff) against
Mervyns, LLC Defendant**

Re: Claims against Mervyns

Recap of Damages

Reference#

	Projected Losses	
1	Loss of Orders	<u>\$3,760,000</u>
	Actual Losses	
2	Royalty Agreement (Rampage)	\$ 288,000
3	Returns and cancellations of	
4	orders by Mervyns	250,000
5	Chargebacks not justified	225,000
6	Samples & Development Costs	95,000
7	Additional Employees Time and Effort	370,000
8	Interest	40,000
9	Travel	12,000
10	Loss Opportunity Costs	700,000
11	Showroom Expenses	400,000
	Overseas Deposits	<u>494,000</u>
	Total Actual Losses	<u>2,874,000</u>
	Total Claim	<u>\$6,634,000</u>

Reference #

1

Projected Losses

Mervyns committed to a \$13 million program at cost allowing for a 10% deviation down (or 11.7 million) over an eighteen month period. Mervyn's placed \$2.3 million in orders with the Company, so using the conservative approach of \$11.7 million (allowing for 10% deviation) the Company has an open order for \$9.4 million of merchandise.

Based on Mervyns not giving GWB the remaining \$9.4 million in orders, the Company sustained a loss as follows:

Loss Sales	\$9,400,000
Gross Profit (%)	<u>40%</u>
Gross Profit (\$)	<u>\$3,760,000</u>

The Company loss \$3,760,000 gross profit on this agreement.

Reference

Actual Losses

2

Royalty Payments

Payments made to Rampage for the exclusive use of the Rampage name/label in sportswear that would be exclusively sold only at Mervyns. GWB made a settlement in royalty agreement with Rampage for \$288,000.

3

Returns and Cancellations

Mervyns returned merchandise and canceled orders of merchandise that was in GWB's warehouse for no valid reason. GWB had to subsequently sell off this inventory in a secondary market for a substantial loss and certain inventory was abandoned. The loss is \$250,000.

4

Chargebacks

Mervyns made unauthorized deductions when paying GWB's invoices. These deductions were for and not authorized by GWB and there was no basis for these chargebacks/deductions of \$225,000. These deductions were taken when GWB invoices were paid to Israel Discount Bank Factors (IDB Factor) which purchased the receivables at the time of the shipment and loaned GWB funds to operate and pay for the merchandise prior to being paid by Mervyns.

5

Samples and Development Costs

GWB was required to create a new sportswear line for Mervyns because of exclusive license of "Rampage Label" in the garments. The costs incurred by GWB was (i) purchasing and making samples and (ii) development costs (patterns, sourcing etc.) These costs/expenses totaled \$95,000.

6

Additional Employees Time and Effort

GWB started in business in 2003 and had a base core of customers. The Mervyns business was incremental business that required the Company to hire additional help such as a designer, pattern maker, sales support and clerical help. In addition there were employees presently working for GWB where their efforts were placed on Mervyn's business. The additional expenses of \$370,000 include salary, payroll taxes (fringes) and medical insurance.

7

Interest

GWB was financed by IDB Factors which loaned the Company funds. The Company additional costs for inventory, of merchandise that was not shipped, or returned, or the invoices were not fully paid because of unexplained deductions. An estimate of the additional charges were \$40,000 based on the factor charging GWB 12% on all advances/loans.

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Travel

GWB incurred expenses of \$12,000 traveling overseas to suppliers as well as trips to Mervyns.

9

Loss Opportunity Cost

GWB had a core customer base of \$8,000,000 which excluded Mervyns. To prioritize the customers GWB placed priority on Mervyns which resulted in a loss of 2 customers (Charming and Cato's). This merchandise was delivered late and GWB incurred substantial losses on the merchandise.

10

Showroom

With the growth of business with Mervyns, GWB entered into a new lease for its space (showroom, office, design pattern making and sample room) the new lease called for double the rent that GWB was paying prior to the agreement. In addition to the rent, GWB incurred additional costs in carrying the showroom such as telephone, moving, stationary, etc. These costs are approximately \$400,000.

11

Overseas Deposits

Due to the amount of business being generated by GWB, the Company was required to make deposits (advances) to overseas suppliers/makers in order to make the garments. The overseas suppliers (mainly new suppliers) would not do business unless there were deposits/advances made. The cancellation of Mervyns order cost the Company \$494,000 in lost deposits.

Exhibit C

History of Great White Bear LLC

The LLC was formed as a Limited Liability Company on April 24, 2003 and began business on May 12, 2004.

	<u>Equity Contributed</u>	<u>Loans to LLC</u>	<u>Sales</u>	<u>Profit (Loss)</u>
May 12, 2003 to December 31, 2003	200,000	300,000	\$9,281,000	247,000
For Year Ended December 31, 2004	--	250,000	8,464,000	13,000
For Year ended December 31, 2005	--	100,000	8,619,000	(1,399,000)
From January 1, 2006 to September 1, 2006	--	578,000	3,191,000	(1,286,000)
Subsequent to September 1, 2006		625,000 (A)		

Based on the financial information above, GWB's financial stability declined in 2005, the year they started the Mervyns Program. In 2005, GWB had to make advances to overseas suppliers in 2005 to meet possible doubling of volume. This created outstanding advances to suppliers of \$674,000 at June 30, 2005, \$603,000 at September 30, 2005 and \$220,000 at December 31, 2005 because of write offs in 2005.

The factor (IDB factors) required that GWB put more funds into the business which they did and in August 2006, the factor stopped advancing GWB funds which forced GWB to hire a bankruptcy attorney to negotiate a settlement on the over advance at the factor. Sanford Fodiman had to guarantee a payment personally of \$625,000 payable over 2 years to obtain all releases from the factor. This \$625,000 is not reflected as part of the loans/equity of GWB.

- (A) Amount that the factor required Sanford Fodiman to pay based on his personal guarantee at the factor.

Exhibit H



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February 6, 2008

Lisa T. Simpson
(212) 506-3767
lsimpson@orrick.com

BY FACSIMILE

Philip A. Byler
Nesenoff & Miltenberg, LLP
363 Seventh Avenue -- Fifth Floor
New York, NY 10001

Re: Great White Bear, LLC v. Mervyn's, LLC (06 Civ. 13358 (RMB)(FM))

Dear Phil:

We have reviewed the expert reports of Stephen J. Rankel and Laurence P. Lazar, submitted by Great White Bear LLC ("GWB") and served on Mervyn's LLC ("Mervyn's") on January 21, 2008. Both reports fail to meet the requirements of Federal Rule of Civil Procedure 26(a)(2)(B).

Rule 26(a)(2)(B) requires that each testifying expert's report contain a complete statement of all the opinions of the witness and the basis and reasons for those opinions. The report must disclose "the data or other information considered by the witness" in reaching his opinion and "any exhibits that will be used to summarize or support" his opinions. In addition, Rule 26(a)(2)(B) requires that each witness list all publications authored by him within the last ten years, all cases in which the witness has testified as an expert during the previous four years and a statement of the expert's compensation. The reports provided by GWB do not satisfy these requirements.

Specifically, the expert report of Stephen J. Rankel is woefully deficient. Rather than providing a complete statement of the basis and reasons for his stated opinion or specifically identifying the data or information considered in preparing his report, Mr. Rankel indicates that "[a]ll of the information contained in this report was abstracted from Great White Bear, LLC financial records and documents." This general reference to GWB's financial records is not sufficient. Mr. Rankel is required to identify specifically the documents or other information on which he relies. Further, since he did not disclose any documents other than the exhibits attached to his report in accordance with the requirement that he disclose "any exhibit that he will use to support his opinion," we assume that those attachments will be the only exhibits on which Mr. Rankel seeks to rely at trial.

Finally, Mr. Rankel fails to list of all publications authored by him within the proceeding ten years (if there are none, please so state), fails to list any other cases in which he has



Philip A. Byler
February 6, 2008
Page 2

testified as an expert at trial or by deposition within the preceding four years (if there are none, please so state), and fails to indicate the compensation to be paid for his study and testimony in this case.

Mr. Lazar's report similarly fails to list any publications authored by Mr. Lazar within the proceeding ten years and any other cases in which he has testified as an expert within the preceding four years, and fails to state the compensation to be paid for his study and testimony.

We request that GWB immediately remedy these deficiencies and provide reports in conformity with the requirements of Rule 26 so that Mervyn's expert witnesses can proceed to prepare their rebuttal reports.

Sincerely,



Lisa T. Simpson

Exhibit I

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February 11, 2008

By Telecopier & Regular U.S. Mail

Lisa T. Simpson, Esq.
Orrick, Herrington & Sutcliffe, LLP.
666 Fifth Avenue
New York, New York 10103

Re: **Great White Bear v. Mervyns, LLC,**
Index No. 06 Civ. 13358 (S.D.N.Y.)(RMB)

Dear Lisa:

I have your letter dated February 6, 2008, requesting further information concerning Plaintiff Great White Bear's experts Laurence P. Lazar and Stephen J. Rankel. I will put this information in supplemental statements once people get back into town.


Laurence P. Lazar has not published anything in the last ten years, has not testified as an expert in the last four years and is not receiving compensation. His opinions and the bases and reasons for those opinions are stated in his expert report. As reflected in his expert report, he was provided the pleadings, the depositions and the deposition exhibits in this case.

Stephen J. Rankel has not published anything in the last ten years, has not testified as an expert in the last four years and is not receiving a special fee or other form of compensation for his testimony but rather is billing the company for his time at his normal rate (\$400 an hour) that is standard in the industry. His opinions and the bases and reasons for those opinions are stated in his expert report; he can further itemize the categories of documents for each item of identified damage. As reflected in his expert report, he has knowledge of the financial records of the company.

I am still working on responding to your letter dated January 30, 2008, which has taken much, much longer than expected. Politics is more interesting right now.

Very truly yours,
NESENOFF & MILTENBERG, LLP

By:


Philip A. Byler, Esq.

 *** TX REPORT ***

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NEW YORK, NEW YORK 10001

FACSIMILE COVER LETTER

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NOTICE: PURSUANT TO CPLR RULE 2103(B)(5), THE ELECTRONIC TRANSMITTAL TELEPHONE NUMBER OF THIS OFFICE HAS NOT BEEN DESIGNATED AS A PROPER NUMBER FOR THE SERVICE OF DOCUMENTS OR PAPERS IN THIS ACTION OR PROCEEDING. SERVICE SHOULD BE ACCOMPLISHED PURSUANT TO ANY OTHER PARAGRAPH OF CPLR RULE 2103(B).

PRIVILEGED AND CONFIDENTIAL

Date: February 13, 2008 **2 Page(s) (Including This Sheet)**

SEND TO: **Name:** Lisa T. Simpson, Esq.
Facsimile No.: 212.506.5151
Telephone No.: 212.506.3767
Orrick, Herrington & Sutcliffe, LLP.

FROM: **Name:** Phillip A. Byler, Esq.

COMMENTS TO RECEIVER:

Re: Great White Bear, LLC. v. Mervyns, LLC.

NESENOFF & MILTENBERG, LLP
363 SEVENTH AVENUE
NEW YORK, NEW YORK 10001

FACSIMILE COVER LETTER

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PRIVILEGED AND CONFIDENTIAL

Date: February 13, 2008 **2 Page(s) (Including This Sheet)**

SEND TO: **Name:** Lisa T. Simpson, Esq.
Orrick, Herrington & Sutcliffe, LLP.
Facsimile No.: 212.506.5151
Telephone No.: 212.506.3767

FROM: **Name:** Philip A. Byler, Esq.

COMMENTS TO RECEIVER:

Re: Great White Bear, LLC. v. Mervyns, LLC.

Please see the enclosed.

Please contact our office at 212.736.4500 if there are any problems with this transmission.

Exhibit J

NESENOFF & MILTENBERG, LLP

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ANDREW B. PLOTKIN

PARALEGAL
TANYA C. SIMMONS

February 20, 2008

By Telecopier & Regular U.S. Mail

Lisa T. Simpson, Esq.
Orrick, Herrington & Sutcliffe, LLP.
666 Fifth Avenue
New York, New York 10103

**Re: *Great White Bear v. Mervyns, LLC*,
Index No. 06 Civ. 13358 (S.D.N.Y.)(RMB)**

Dear Lisa:

Per what I have told you, enclosed is the supplement to the expert report of Laurence P. Lazar. I expect to have a supplement to the expert report of Stephen J. Rankel shortly and will immediately produce it to you.

Very truly yours,
NESENOFF & MILTENBERG, LLP

By:


Philip A. Byler, Esq.

(51) 02/20/08
N+m

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
GREAT WHITE BEAR, LLC,

Plaintiff,

-against -

MERVYNS, LLC,

Defendant.
-----X

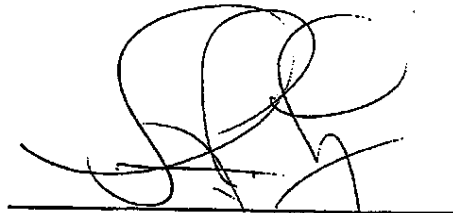
06 Civ. 13358 (RMB)(FM)

**SUPPLEMENT TO
EXPERT REPORT OF LAURENCE P. LAZAR**

This is a supplement to the written report by the undersigned, Laurence P. Lazar, in compliance with what I have been advised are the requirements with respect to expert testimony in federal court.

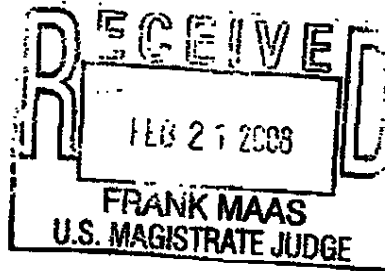
I have not published anything in the last ten years, have not testified as an expert in the last four years and am not receiving compensation. My opinions and the bases and reasons for those opinions are stated in my expert report dated January 17, 2008. As reflected in my expert report dated January 17, 2008, I was provided what were represented to me were the pleadings, the depositions and the deposition exhibits in this case, and I make reference to certain points to those documents in my report.

Dated: February 20, 2008



Laurence P. Lazar

Exhibit K



MEMO ENDORSED

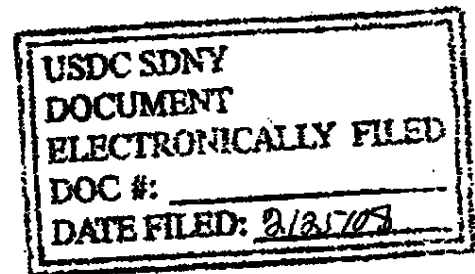
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February 21, 2008

BY HAND

Lisa T. Simpson
(212) 506-3767
lsimpson@orrick.com

The Honorable Frank Maas
United States Magistrate Judge
United States District Court
Southern District of New York
Daniel Patrick Moynihan United States Courthouse
500 Pearl St., Room 740
New York, NY 10007



Re: *Great White Bear, LLC v. Mervyns, LLC* (06 CV 13358)

Dear Magistrate Judge Maas:

We represent Defendant Mervyn's LLC ("Mervyn's") in the above-referenced matter. On January 21, 2008, pursuant to Your Honor's amended Order, plaintiff Great White Bear, LLC ("GWB") served two expert witness reports on Defendant, one by Larry Lazar, an industry witness, and the other a damages report by Stephen Rankel. Both of Plaintiff's reports failed to meet the requirements of Federal Rule of Civil Procedure 26(a)(2)(B).

We write to request (1) a firm date for the production of Plaintiff's promised supplemental report from its damages witness, Mr. Rankel; and (2) an extension to a reasonable date thereafter (Defendant would propose 20 days) for Defendant to serve its expert reports.

On February 6, 2008, Defendant sent a letter to counsel for GWB identifying the deficiencies in Plaintiff's expert reports and requesting that Plaintiff immediately provide reports in conformity with the requirement of Rule 26 so that Mervyn's expert witnesses could proceed to prepare their responsive reports. That letter is attached hereto as Exhibit A. Plaintiff's counsel responded by letter dated February 11, 2008 (but faxed February 13), attached as Exhibit B hereto, informally providing some of the information requested and agreeing to provide supplemental reports. By letter dated February 19, attached hereto as Exhibit C, Defendant indicated that it would await the promised supplemental reports so that Defendant's expert witnesses could perform a meaningful analysis and response. Defendant further requested that Plaintiff provide the date on which it would produce the supplemental reports and requested that Plaintiff agree to a reasonable date thereafter for Defendant to submit its expert witness reports. Thereafter, the parties engaged in the e-mail traffic attached as Exhibit D, and Plaintiff thereafter provided, on February 20, 2008, a supplemental report for one of its two expert witnesses, Larry Lazar. Plaintiff promised to provide the supplemental report of its damages witness "shortly."

ORRICK

The Honorable Frank Maas
February 21, 2008
Page 2

Ms. Simpson's objections do not appear to be mere technicalities, as suggested in Mr. Byler's 2/25/08 letter. Indeed, she indicates that plaintiff's financial expert has not sufficiently identified the materials upon which he relies - information more important than a list of prior cases and publications. In any event, complying initially might have obviated Mervyn's objections.

Great White Bear is directed to complete its expert disclosures by March 14, 2008; defendant Mervyn's reports shall be due by April 4, 2008 (together with all Defendant's expert witness reports are currently due next Wednesday, February 27, 2008, and Defendant has yet to receive a complete report pursuant to Rule 26 from Plaintiff's damages witness. Defendant's expert witnesses, and particularly Defendant's financial expert witness, cannot meaningfully analyze or respond to Plaintiff's damages report in its current form. (a)(2); the Plaintiff's damages report is attached hereto as Exhibit E. As is quickly apparent from a review of the report, it is lacking numerous of the requirements of Rule 26. Most noticeably, the damages figures provided are completely unsupported by any documentation, yet Mr. Rankel states that the information "was abstracted from Great White Bear, LLC financial records and documents." This general reference to financial records is not sufficient. If documents exist which support Mr. Rankel's figures, and he has relied on those documents in forming his opinion, Defendant is entitled to know what those documents are with specificity.

Defendant therefore requests a date certain for the production of Plaintiff's supplemental damages report and an extension of the due date for Defendant's expert witness reports¹ to a date 20 days following the production of Plaintiff's supplemental report (and that the remainder of the expert witness deadlines be adjusted accordingly).

Thank you for your attention to this matter.

Respectfully submitted,

Lisa Simpson

Lisa T. Simpson

cc: Philip A. Byler, Esq. (By Hand)
Counsel for Great White Bear, LLC

¹ Since it is expected that Defendant's industry witness also can speak to certain aspects of Plaintiff's damages report, Defendant requests that the deadline for all of Defendant's expert reports be extended so that Defendant's expert witnesses can each sufficiently review and analyze the supplemental damage report expected from Plaintiff.

Exhibit L

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ANDREW B. PLOTKIN

PARALEGAL
TANYA C. SIMMONS

February 28, 2008

BY OVERNIGHT

Lisa T. Simpson, Esq.
Orrick, Herrington & Sutcliffe, LLP.
666 Fifth Avenue
New York, New York 10103

Re: *Great White Bear v. Mervyns, LLC*,
Index No. 06 Civ. 13358 (S.D.N.Y.)(RMB)

Dear Lisa:

Enclosed is the supplement to the expert report of Stephen J. Rankel that I had expected to get to you a week ago.

As I have already supplied to you a supplement to the expert report of Laurence P. Lazar and now am supplying a supplement to the expert report of Stephen J. Rankel and the last date for me to provide supplements is March 14, a little over two weeks away, I think that it is only fair for you NOW to state at this point whether you concede that I have complied with the requirement as to supplements and if not, in what specific respect or respects.

If you have any questions or problems with respect to the foregoing, please raise them with me.

Very truly yours,
NESENOFF & MILTENBERG, LLP

By: _____



Philip A. Byler, Esq.

52

02/20/08

N+M

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
GREAT WHITE BEAR, LLC

Plaintiff,

-against-

MERVYNS, LLC

Defendant.
-----X

06 Civ. 13358 (RMB)(FM)

**SUPPLEMENT TO
EXPERT REPORT OF STEPHEN J. RANKEL**

This is a supplement to the written report by the undersigned, Stephen J. Rankel, in compliance with what I have been advised are the requirements with respect to expert testimony in federal court.

I have not published anything in the last ten years, have not testified as an expert in the last four years and am not receiving a special fee or other form of compensation for my testimony but rather am billing the company for my time at my normal rate (\$400 an hour) that is standard in the industry.

My opinions and the bases and reasons for those opinions are stated in my expert report dated January 21, 2008. I can further itemize the categories of documents for each item of identified damage and do the attached Exhibit D. As reflected in my expert report, I have knowledge of the financial records of the company.

Dated: February 20, 2008

A handwritten signature in black ink that reads "Stephen J. Rankel C.P.A." The signature is written in a cursive, flowing style.

Stephen J. Rankel, C.P.A.

Exhibit D

Reference

Actual Losses

2

Royalty Payments

Payments made to Rampage for the exclusive use of the Rampage name/label in sportswear that would be exclusively sold only at Mervyns. GWB made a settlement in royalty agreement with Rampage for \$288,000.

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Exhibit M



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fax 212-506-5151
WWW.ORRICK.COM

March 6, 2008

Lisa T. Simpson
(212) 506-3767
lsimpson@orrick.com

BY FACSIMILE

Philip A. Byler
Nesenoff & Miltenberg, LLP
363 Seventh Avenue -- Fifth Floor
New York, NY 10001

Re: Great White Bear, LLC v. Mervyn's, LLC (06 Civ. 13358 (RMB)(FM))

Dear Phil:

We are in receipt of the supplement report of Stephen Rankel, sent by cover letter dated February 28, 2008. Mr. Rankel's report remains deficient and fails to satisfy the requirements of Federal Rule of Civil Procedure 26(a)(2)(B) for the reasons previously set forth in my correspondence with you and with Magistrate Judge Maas and as set forth in the Court's February 25, 2008 Order.

Sincerely,



Lisa T. Simpson



ORRICK, HERRINGTON & SUTCLIFFE LLP
666 FIFTH AVENUE
NEW YORK, NY 10103-0001

tel 212-506-5000
fax 212-506-5151

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FAX TRANSMISSION

DATE March 6, 2008

NO. OF PAGES
(INCLUDING COVER SHEET) 2

FROM

Name
Lisa Simpson, Esq. Tel
(212) 506-3767

TO

name	company/firm	Tel	Fax
Philip A. Byler, Esq.	Nesenoff & Miltenberg, LLP	212-736-4500	212-736-2260

RE: Great White Bear, LLC v. Mervyns, LLC

MESSAGE

C-M-A 1339/2005 (5104)

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Exhibit N

NESENOFF & MILTENBERG, LLP

ATTORNEYS AT LAW

363 SEVENTH AVENUE

FIFTH FLOOR

NEW YORK, NEW YORK 10001-3904

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LAINE A. ARMSTRONG
MEGAN S. GODDARD
ANDREW B. PLOTKIN

PARALEGAL
TANYA C. SIMMONS

March 14, 2008

BY OVERNIGHT

Lisa T. Simpson, Esq.
Orrick, Herrington & Sutcliffe, LLP.
666 Fifth Avenue
New York, New York 10103

Re: *Great White Bear v. Mervyns, LLC*,
Index No. 06 Civ. 13358 (S.D.N.Y.)(RMB)

Dear Lisa:

Enclosed is a second supplement to the expert report of Stephen J. Rankel. With this supplementation, there can be no reasonably raised issue about the compliance with the Rankel Report with Rule 26(a)(B). The report does contain: (i) a complete statement of all opinions that the witness will express and the basis and reasons for them; (ii) the data considered by the expert witness; (iii) the exhibits that summarize his testimony; (iv) the witness's qualifications, including a statement about publications; (v) a statement concerning prior expert testimony; and (vi) a statement on compensation. The enclosed second supplementation provides an amplification as to each item of damage in the Exhibit B Chart (which already had footnotes).

If you have any questions or problems with respect to the foregoing, please raise them with me.

Very truly yours,
NESENOFF & MILTENBERG, LLP

By: 

Philip A. Byler, Esq.

(54) 06/13/08
Utm

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
GREAT WHITE BEAR, LLC,

Plaintiff,

-against -

MERVYNS, LLC,

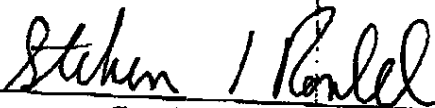
Defendant.
-----X

06 Civ. 13358 (RMB)(FM)

**SECOND SUPPLEMENT TO
EXPERT REPORT OF STEPHEN J. RANKEL**

This is the second supplement to the written report by the undersigned, Stephen J. Rankel. Attached as Exhibit E is an amplification of the information providing the bases for my opinions in my expert report.

Dated: March 13, 2008



Stephen J. Rankel, C.P.A.

Exhibit E

Exhibit E

Amplification of basis of items 1 through 11 in Exhibit B

From Exhibit B
Reference A

- 1) Projected Loss – GWB provided emails, spreadsheets and documentation on the styles purchased by Mervyns as well as the costs to manufacture those styles. In addition, once the documents were presented, calculations were performed to calculate the loss.
- 2) Royalty Payments – GWB had two agreements for review, the original agreement and the termination agreement. To show that there was a royalty agreement with Rampage that Mervyns had the exclusive right to the name. The company provided cancelled checks to back up the loss.
- 3) Returns and Cancellations – GWB provided cancellation letters, emails on cancellations and garments returned from Mervyns. The inventory was specifically purchased for Mervyns and was sold off to third parties at below the cost of the garment.
- 4) Chargebacks – GWB provided the factor statements which documented all of the deductions that were taken by Mervyns when they were paying GWB's invoices. There were some back up documents from Mervyns verifying these deductions.
- 5) Sample and Development Costs – GWB had to create a new line for Mervyns since they had the exclusive rights of Rampage name for sportswear. These styles had to now and different any other styles in GWB's line. The Company had to buy and make samples which they are invoices.
- 6) Additional Employees Time and Efforts – To start up a new line for Mervyns, GWB had to hire designers, pattern makers, sample hands, production, admin and sales help. Some of the people were new hires and other people were taken from other divisions within GWB. The other divisions sales volume dropped because of the focus on Mervyns.

- 7) Interest – GWB as well as any company that is starting up a new division needs capital as in the case of GWB. They borrowed funds from a factor and they incurred interest charges. The financing was for developed costs, people travel, cost to carry inventory and to pay suppliers.
- 8) Travel – GWB had to travel overseas to review the foreign factories that were producing the garments.
- 9) Loss Opportunity Costs – The Company's main focus was on the development of the Metvyns line. This resulted in GWB losing 2 significant customers and a lot of bad will with other customers because of where the priorities were placed.
- 10) Showroom – GWB entered into a new lease for there headquarters. The Company had copies of leases and cancelled checks to support the payments.
- 11) Overseas Deposits – GWB pays various suppliers funds before the delivery of merchandise because of the use of new factories. These suppliers would not do business unless deposits were made.

Exhibit O



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666 FIFTH AVENUE
NEW YORK, NY 10103-0001
tel 212-506-5000
fax 212-506-5151
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March 21, 2008

BY HAND

Lisa T. Simpson
(212) 506-3767
lsimpson@orrick.com

The Honorable Frank Maas
United States Magistrate Judge
United States District Court
Southern District of New York
Daniel Patrick Moynihan United States Courthouse
500 Pearl St., Room 740
New York, NY 10007

Re: *Great White Bear, LLC v. Mervyn's, LLC* (06 CV 13358)

Dear Magistrate Judge Maas:

We represent Defendant Mervyn's LLC ("Mervyn's") in the above-referenced matter. Pursuant to Local Rule 37.2, we write this letter to request a conference with Your Honor to discuss Mervyn's intention to make a motion pursuant to Federal Rules of Civil Procedure ("FRCP") 37(b)(2) and 37(c) to strike the expert report of Stephen Rankel, the financial witness identified by Plaintiff Great White Bear, LLC ("GWB") and preclude GWB's reliance on that report or any related testimony.

On January 21, 2008, pursuant to Your Honor's amended Order, plaintiff Great White Bear, LLC ("GWB") served two expert witness reports on Defendant, one by Larry Lazar, an industry witness, and the other a damages report by Stephen Rankel. Mr. Rankel's January 21, 2008 report is attached hereto as Exhibit A.¹ Both of Plaintiff's reports failed to meet the requirements of FRCP 26(a)(2)(B). On February 25, 2008, in response to Mervyn's request, Your Honor ordered GWB to provide Mervyn's with "complete" expert reports by March 14, 2008 ("the February 25 Order"). See Exhibit B. On February 29, 2008, GWB provided Mervyn's with a supplemental damages report. See Exhibit C. Again, this report was insufficient and counsel for GWB was so advised in a letter dated March 6, 2008. See Exhibit D. On March 17, 2008, Mervyn's received GWB's second supplemental damages report by Mr. Rankel. See Exhibit E. GWB's second supplemental report still fails to comply not only with FRCP 26 but also with Your Honor's February 25 Order. Furthermore, the report's deficiencies make Defendant's tasks of preparing a meaningful rebuttal damages report and effectively deposing Mr. Rankel impossible.

As noted in Defendant's February 21, 2008 letter to Your Honor (see Exhibit B), the damages figures provided in the now multiple versions of Mr. Rankel's report are entirely

¹ Mervyn's does not here raise the sufficiency of GWB's FRCP 26 expert report for GWB's industry expert, Larry Lazar. However, Mervyn's reserves the right to move to exclude Mr. Lazar's opinions following his deposition, if deemed warranted and appropriate at that time.



O R R I C K

The Honorable Frank Maas

March 21, 2008

Page 2

unsupported by specific citation to any documentation or other data relied on by Mr. Rankel. As such, Mr. Rankel's report continues to lack a requisite element of FRCP 26(a)(2)(B): "the data or other information considered by the witness in forming [his opinions]." For example, Mr. Rankel's second supplemental report includes the following entries:

- "Additional Employees Time and Efforts – To start a new line for Mervyn's, GWB had to hire designers, pattern makers, sample hands, production, admin and sales help. Some of the people were new hires and other people were taken from other divisions within GWB. The other divisions sales volume dropped because of the focus on Mervyns." See Exhibit E hereto, item 6.
 - Without any indication of the number of employees, the salary paid or any other information relied on by Mr. Rankel, he concludes that this expense is the round number of \$370,000 in his initial report. See Exhibit A.
- "Travel - GWB had to travel overseas to review the foreign factories that were producing the garments." See Exhibit E hereto, item 8.
 - With no reference to any supporting documentation or data, Mr. Rankel concludes that GWB should recover \$12,000 for this supposed expense. See Exhibit A.
- "Loss [sic] Opportunity Costs – The Company's main focus was on the development of the Mervyns line. This resulted in GWB losing 2 significant customers and a lot of bad will with other customers because of where the priorities were placed." See Exhibit E hereto, item 9.
 - Again, without any numerical data or documents evidencing such an amount, Mr. Rankel concludes that GWB had a core customer base of \$8,000,000 which excluded Mervyn's and resulted in a loss of \$700,000. See Exhibit A.
- "Showroom – GWB entered into a new lease for there [sic] headquarters. The Company had copies of leases and cancelled checks to support the payments." See Exhibit E hereto, item 10.
 - No cancelled checks for GWB's showroom have been produced and without any indication of terms or payments made, Mr. Rankel concludes that \$400,000 should be attributed to Mervyn's for this. See Exhibit A.



ORRICK

The Honorable Frank Maas

March 21, 2008

Page 3

- "Overseas Deposits – GWB pays various suppliers funds before the delivery of merchandise because of the use of new factories. These suppliers would not do business unless deposits were made." See Exhibit E hereto, item 11.

-- Again, there is no reference to any document or data to support the figure of \$494,000 arrived at by Mr. Rankel. See Exhibit A.

FRCP 26, as it relates to the disclosures required of expert witnesses, was designed to prevent exactly this situation. Without a clear understanding of the data or information relied upon by Mr. Rankel in performing his damages calculation, a rebuttal damages report by Mervyn's would be an abstract and futile exercise based on assumptions, estimations, and guesses. Moreover, a deposition of Mr. Rankel would likely devolve into Mr. Rankel's inability to identify any document or other data relied on with specificity and would effectively prevent Defendant from questioning Mr. Rankel on that material. This defeats the entire purpose of FRCP 26.

FRCP 37(b)(2)(A) permits the Court to impose sanctions for the failure to comply with a Court order and specifically allows the Court to strike GWB's incomplete report and prohibit GWB from relying on it in any way. Similarly, FRCP 37(c)(1) provides "[i]f a party fails to provide information or identify a witness as required by FRCP 26(a) or (e), the party is not allowed to use that information or witness to supply evidence on a motion, at a hearing, or at a trial, unless the failure was substantially justified or is harmless" (emphasis added). It further allows for the recovery of expenses, including attorneys' fees.

Since GWB has failed to comply with the Court's February 25 Order, requiring production of complete expert reports, and since GWB has failed to comply with FRCP 26, Defendant respectfully requests a conference to discuss Mervyn's motion pursuant to FRCP 37(b)(2) and 37(c)(1) to exclude and strike Mr. Rankel's report and preclude GWB's reliance on his testimony and for such other relief as the Court deems proper.

Thank you for your attention to this matter.

Respectfully submitted,


Lisa T. Simpson

cc: Philip A. Byler, Esq. (By Hand)
Counsel for Great White Bear, LLC

Exhibit A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
GREAT WHITE BEAR, LLC

Plaintiff,

-against-

MERVYNS, LLC

Defendant.
-----X

06 Civ. 13358 (RMB)(FM)

**EXPERT REPORT
OF STEPHEN J. RANKEL**

This is a written report by the undersigned, Stephen J. Rankel, in compliance with what I have been advised are the requirements with respect to expert testimony in federal court. I address the damages suffered by Great White Bear, LLC, resulting from Mervyns.

My report is in the following three exhibits. Exhibit A contains my credentials. Exhibit is my recap of damages with Mervyns. Exhibit C contains the financial history of Great White Bear, LLC.

All of the information contained in this report was abstracted from Great White Bear, LLC financial records and documents.


Stephen J. Rankel, CPA

1/21/08
Date

Exhibit A

My credentials are as follows:

College – Baruch College, January 1980

Certified Public Accountant – New York State, November 1983

Work Experience – Weinick Sanders & Co., LLP – changed name to Weinick Sanders Leventhal & Co., LLP in July 1997. Started with this firm in April 1980, as a staff accountant. From September 1984 to March 1985 worked as a CFO for a client of the firm, returned to Weinick Sanders & Co., LLP in March 1985. Made Partner in 1987, Executive Partner in 1992 and Managing Partner of the firm in 1996. This firm specialized in the Apparel and Textile Industry with myself having over 25 years of experience in this field.

In August 2005, Weinick Sanders Leventhal & Co., LLP split up and four Partners including myself joined Citrin Cooperman & Company, LLP which I am an Executive Partner of the firm.

I am a member of the New York State Society of Certified Public Accountants, as well as a member of the American Institute of Certified Public Accountants.

Exhibit B

**Great White Bear LLC (Plaintiff) against
Mervyns, LLC Defendant**

Re: Claims against Mervyns

Recap of Damages

<u>Reference#</u>		
	Projected Losses	
1	Loss of Orders	<u>\$3,760,000</u>
	Actual Losses	
2	Royalty Agreement (Rampage)	\$ 288,000
3	Returns and cancellations of	
4	orders by Mervyns	250,000
5	Chargebacks not justified	225,000
6	Samples & Development Costs	95,000
7	Additional Employees Time and Effort	370,000
8	Interest	40,000
9	Travel	12,000
10	Loss Opportunity Costs	700,000
11	Showroom Expenses	400,000
	Overseas Deposits	<u>494,000</u>
	Total Actual Losses	<u>2,874,000</u>
	Total Claim	<u>\$6,634,000</u>

Reference #

1

Projected Losses

Mervyns committed to a \$13 million program at cost allowing for a 10% deviation down (or 11.7 million) over an eighteen month period. Mervyn's placed \$2.3 million in orders with the Company, so using the conservative approach of \$11.7 million (allowing for 10% deviation) the Company has an open order for \$9.4 million of merchandise.

Based on Mervyns not giving GWB the remaining \$9.4 million in orders, the Company sustained a loss as follows:

Loss Sales	\$9,400,000
Gross Profit (%)	40%
Gross Profit (\$)	<u>\$3,760,000</u>

The Company loss \$3,760,000 gross profit on this agreement.

Reference

Actual Losses

2

Royalty Payments

Payments made to Rampage for the exclusive use of the Rampage name/label in sportswear that would be exclusively sold only at Mervyns. GWB made a settlement in royalty agreement with Rampage for \$288,000.

3

Returns and Cancellations

Mervyns returned merchandise and canceled orders of merchandise that was in GWB's warehouse for no valid reason. GWB had to subsequently sell off this inventory in a secondary market for a substantial loss and certain inventory was abandoned. The loss is \$250,000.

4

Chargebacks

Mervyns made unauthorized deductions when paying GWB's invoices. These deductions were for and not authorized by GWB and there was no basis for these chargebacks/deductions of \$225,000. These deductions were taken when GWB invoices were paid to Israel Discount Bank Factors (IDB Factor) which purchased the receivables at the time of the shipment and loaned GWB funds to operate and pay for the merchandise prior to being paid by Mervyns.

5

Samples and Development Costs

GWB was required to create a new sportswear line for Mervyns because of exclusive license of "Rampage Label" in the garments. The costs incurred by GWB was (i) purchasing and making samples and (ii) development costs (patterns, sourcing etc.) These costs/expenses totaled \$95,000.

6

Additional Employees Time and Effort

GWB started in business in 2003 and had a base core of customers. The Mervyns business was incremental business that required the Company to hire additional help such as a designer, pattern maker, sales support and clerical help. In addition there were employees presently working for GWB where their efforts were placed on Mervyn's business. The additional expenses of \$370,000 include salary, payroll taxes (fringes) and medical insurance.

7

Interest

GWB was financed by IDB Factors which loaned the Company funds. The Company additional costs for inventory, of merchandise that was not shipped, or returned, or the invoices were not fully paid because of unexplained deductions. An estimate of the additional charges were \$40,000 based on the factor charging GWB 12% on all advances/loans.

8

Travel

GWB incurred expenses of \$12,000 traveling overseas to suppliers as well as trips to Mervyns.

9

Loss Opportunity Cost

GWB had a core customer base of \$8,000,000 which excluded Mervyns. To prioritize the customers GWB placed priority on Mervyns which resulted in a loss of 2 customers (Charming and Cato's). This merchandise was delivered late and GWB incurred substantial losses on the merchandise.

10

Showroom

With the growth of business with Mervyns, GWB entered into a new lease for its space (showroom, office, design pattern making and sample room) the new lease called for double the rent that GWB was paying prior to the agreement. In addition to the rent, GWB incurred additional costs in carrying the showroom such as telephone, moving, stationary, etc. These costs are approximately \$400,000.

11

Overseas Deposits

Due to the amount of business being generated by GWB, the Company was required to make deposits (advances) to overseas suppliers/makers in order to make the garments. The overseas suppliers (mainly new suppliers) would not do business unless there were deposits/advances made. The cancellation of Mervyns order cost the Company \$494,000 in lost deposits.

Exhibit C

History of Great White Bear LLC

The LLC was formed as a Limited Liability Company on April 24, 2003 and began business on May 12, 2004.

	<u>Equity Contributed</u>	<u>Loans to LLC</u>	<u>Sales</u>	<u>Profit (Loss)</u>
May 12, 2003 to December 31, 2003	200,000	300,000	\$9,281,000	247,000
For Year Ended December 31, 2004	--	250,000	8,464,000	13,000
For Year ended December 31, 2005	--	100,000	8,619,000	(1,399,000)
From January 1, 2006 to September 1, 2006	--	578,000	3,191,000	(1,286,000)
Subsequent to September 1, 2006		625,000 (A)		

Based on the financial information above, GWB's financial stability declined in 2005, the year they started the Mervyns Program. In 2005, GWB had to make advances to overseas suppliers in 2005 to meet possible doubling of volume. This created outstanding advances to suppliers of \$674,000 at June 30, 2005, \$603,000 at September 30, 2005 and \$220,000 at December 31, 2005 because of write offs in 2005.

The factor (IDB factors) required that GWB put more funds into the business which they did and in August 2006, the factor stopped advancing GWB funds which forced GWB to hire a bankruptcy attorney to negotiate a settlement on the over advance at the factor. Sanford Fodiman had to guarantee a payment personally of \$625,000 payable over 2 years to obtain all releases from the factor. This \$625,000 is not reflected as part of the loans/equity of GWB.

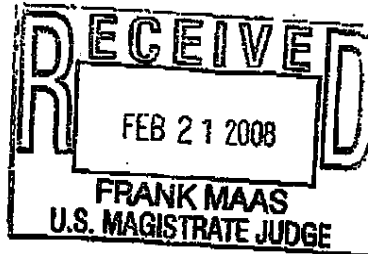
- (A) Amount that the factor required Sanford Fodiman to pay based on his personal guarantee at the factor.

Exhibit B

02/25/2008 14:47 FAX 2128056724

JUDGE MAAS

002/003



MEMO ENDORSED

ORRICK, HERRINGTON & SUTCLIFFE LLP
666 FIFTH AVENUE
NEW YORK, NY 10103-0001
tel 212-506-3000
fax 212-506-5351
WWW.ORRICK.COM

February 21, 2008

BY HAND

Lisa T. Simpson
(212) 506-3767
lsimpson@orrick.com

The Honorable Frank Maas
United States Magistrate Judge
United States District Court
Southern District of New York
Daniel Patrick Moynihan United States Courthouse
500 Pearl St., Room 740
New York, NY 10007

Re: *Great White Bear, LLC v. Mervyns, LLC* (06 CV 13358)

Dear Magistrate Judge Maas:

We represent Defendant Mervyn's LLC ("Mervyn's") in the above-referenced matter. On January 21, 2008, pursuant to Your Honor's amended Order, plaintiff Great White Bear, LLC ("GWB") served two expert witness reports on Defendant, one by Larry Lazar, an industry witness, and the other a damages report by Stephen Rankel. Both of Plaintiff's reports failed to meet the requirements of Federal Rule of Civil Procedure 26(a)(2)(B).

We write to request (1) a firm date for the production of Plaintiff's promised supplemental report from its damages witness, Mr. Rankel; and (2) an extension to a reasonable date thereafter (Defendant would propose 20 days) for Defendant to serve its expert reports.

On February 6, 2008, Defendant sent a letter to counsel for GWB identifying the deficiencies in Plaintiff's expert reports and requesting that Plaintiff immediately provide reports in conformity with the requirement of Rule 26 so that Mervyn's expert witnesses could proceed to prepare their responsive reports. That letter is attached hereto as Exhibit A. Plaintiff's counsel responded by letter dated February 11, 2008 (but faxed February 13), attached as Exhibit B hereto, informally providing some of the information requested and agreeing to provide supplemental reports. By letter dated February 19, attached hereto as Exhibit C, Defendant indicated that it would await the promised supplemental reports so that Defendant's expert witnesses could perform a meaningful analysis and response. Defendant further requested that Plaintiff provide the date on which it would produce the supplemental reports and requested that Plaintiff agree to a reasonable date thereafter for Defendant to submit its expert witness reports. Thereafter, the parties engaged in the e-mail traffic attached as Exhibit D, and Plaintiff thereafter provided, on February 20, 2008, a supplemental report for one of its two expert witnesses, Larry Lazar. Plaintiff promised to provide the supplemental report of its damages witness "shortly."

02/25/2008 14:48 FAX 2128056724

JUDGE MAAS

003/003

O R R I C K

The Honorable Frank Maas
February 21, 2008
Page 2

Ms. Simpson's objections do not appear to be mere technicalities, as suggested in Mr. Byler's 2/25/08 letter. Indeed, she indicates that plaintiff's financial expert has not sufficiently identified the materials upon which he relies - information more important than a list of prior cases and publications. In any event, complying initially, might have obviated Mervyn's objections.

Great White Bear is directed to complete its expert disclosures by March 14, 2008; defendant Mervyn's reports shall be due by April 4, 2008 (together with all Defendant's expert witness reports are currently due next Wednesday, February 27, 2008, and Defendant has yet to receive a complete report pursuant to Rule 26 from Plaintiff's damages witness. Defendant's expert witnesses, and particularly Defendant's financial expert witness, cannot meaningfully analyze or respond to Plaintiff's damages report in its current form. (a)(2); Plaintiff's damages report is attached hereto as Exhibit E. As is quickly apparent from a review of the report, it is lacking numerous of the requirements of Rule 26. Most noticeably, the damages figures provided are completely unsupported by any documentation, yet Mr. Rankel states that the information "was abstracted from Great White Bear, LLC financial records and documents." This general reference to financial records is not sufficient. If documents exist which support Mr. Rankel's figures, and he has relied on those documents in forming his opinion, Defendant is entitled to know what those documents are with specificity.

Defendant therefore requests a date certain for the production of Plaintiff's supplemental damages report and an extension of the due date for Defendant's expert witness reports to a date 20 days following the production of Plaintiff's supplemental report (and that the remainder of the expert witness deadlines be adjusted accordingly).

Thank you for your attention to this matter.

Respectfully submitted,

Lisa Simpson

Lisa T. Simpson

cc: Philip A. Byler, Esq. (By Hand)
Counsel for Great White Bear, LLC

Since it is expected that Defendant's industry witness also can speak to certain aspects of Plaintiff's damages report, Defendant requests that the deadline for all of Defendant's expert reports be extended so that Defendant's expert witnesses can each sufficiently review and analyze the supplemental damage report expected from Plaintiff.

Exhibit C

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
GREAT WHITE BEAR, LLC

Plaintiff,

-against-

MERVYNS, LLC

Defendant.
-----X

06 Civ. 13358 (RMB)(FM)

**SUPPLEMENT TO
EXPERT REPORT OF STEPHEN J. RANKEL**

This is a supplement to the written report by the undersigned, Stephen J. Rankel, in compliance with what I have been advised are the requirements with respect to expert testimony in federal court.

I have not published anything in the last ten years, have not testified as an expert in the last four years and am not receiving a special fee or other form of compensation for my testimony but rather am billing the company for my time at my normal rate (\$400 an hour) that is standard in the industry.

My opinions and the bases and reasons for those opinions are stated in my expert report dated January 21, 2008. I can further itemize the categories of documents for each item of identified damage and do the attached Exhibit D. As reflected in my expert report, I have knowledge of the financial records of the company.

Dated: February 20, 2008

A handwritten signature in black ink that reads "Stephen J. Rankel CPA". The signature is written in a cursive, flowing style.

Stephen J. Rankel, C.P.A.

Exhibit D

Reference

Actual Losses

2

Royalty Payments

Payments made to Rampage for the exclusive use of the Rampage name/label in sportswear that would be exclusively sold only at Mervyns. GWB made a settlement in royalty agreement with Rampage for \$288,000.

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10

Showroom

With the growth of business with Mervyns, GWB entered into a new lease for its space (showroom, office, design pattern making and sample room) the new lease called for double the rent that GWB was paying prior to the agreement. In addition to the rent, GWB incurred additional costs in carrying the showroom such as telephone, moving, stationary, etc. These costs are approximately \$400,000.

11

Overseas Deposits

Due to the amount of business being generated by GWB, the Company was required to make deposits (advances) to overseas suppliers/makers in order to make the garments. The overseas suppliers (mainly new suppliers) would not do business unless there were deposits/advances made. The cancellation of Mervyns order cost the Company \$494,000 in lost deposits.

Exhibit D

1337-2005

1.001



ORRICK, HERRINGTON & SUTCLIFFE LLP
666 FIFTH AVENUE
NEW YORK, NY 10103-0001
tel 212-506-5000
fax 212-506-5151
WWW.ORRICK.COM

March 6, 2008

Lisa T. Simpson
(212) 506-3767
lsimpson@orrick.com

BY FACSIMILE

Philip A. Byler
Nesenoff & Miltenberg, LLP
363 Seventh Avenue – Fifth Floor
New York, NY 10001

Re: Great White Bear, LLC v. Mervyn's, LLC (06 Civ. 13358 (RMB)(FM))

Dear Phil:

We are in receipt of the supplement report of Stephen Rankel, sent by cover letter dated February 28, 2008. Mr. Rankel's report remains deficient and fails to satisfy the requirements of Federal Rule of Civil Procedure 26(a)(2)(B) for the reasons previously set forth in my correspondence with you and with Magistrate Judge Maas and as set forth in the Court's February 25, 2008 Order.

Sincerely,


Lisa T. Simpson

Exhibit E

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

GREAT WHITE BEAR, LLC,

Plaintiff,

-against -

MERVYNS, LLC,

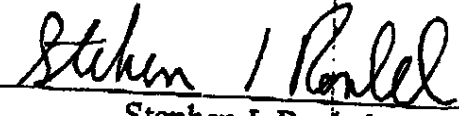
Defendant.

06 Civ. 13358 (RMB)(FM)

**SECOND SUPPLEMENT TO
EXPERT REPORT OF STEPHEN J. RANKEL**

This is the second supplement to the written report by the undersigned, Stephen J. Rankel. Attached as Exhibit E is an amplification of the information providing the bases for my opinions in my expert report.

Dated: March 13, 2008



Stephen J. Rankel, C.P.A.

Exhibit E

Exhibit E

Amplification of basis of items 1 through 11 in Exhibit B

From Exhibit B

Reference A

- 1) Projected Loss – GWB provided emails, spreadsheets and documentation on the styles purchased by Mervyns as well as the costs to manufacture those styles. In addition, once the documents were presented, calculations were performed to calculate the loss.
- 2) Royalty Payments – GWB had two agreements for review, the original agreement and the termination agreement. To show that there was a royalty agreement with Rampage that Mervyns had the exclusive right to the name. The company provided cancelled checks to back up the loss.
- 3) Returns and Cancellations – GWB provided cancellation letters, emails on cancellations and garments returned from Mervyns. The inventory was specifically purchased for Mervyns and was sold off to third parties at below the cost of the garment.
- 4) Chargebacks – GWB provided the factor statements which documented all of the deductions that were taken by Mervyns when they were paying GWB's invoices. There were some back up documents from Mervyns verifying these deductions.
- 5) Sample and Development Costs – GWB had to create a new line for Mervyns since they had the exclusive rights of Rampage name for sportswear. These styles had to now and different any other styles in GWB's line. The Company had to buy and make samples which they are invoices.
- 6) Additional Employees Time and Efforts – To start up a new line for Mervyns, GWB had to hire designers, pattern makers, sample hands, production, admin and sales help. Some of the people were new hires and other people were taken from other divisions within GWB. The other divisions sales volume dropped because of the focus on Mervyns.

- 7) Interest – GWB as well as any company that is starting up a new division needs capital as in the case of GWB. They borrowed funds from a factor and they incurred interest charges. The financing was for developed costs, people travel, cost to carry inventory and to pay suppliers.
- 8) Travel – GWB had to travel overseas to review the foreign factories that were producing the garments.
- 9) Loss Opportunity Costs – The Company's main focus was on the development of the Mervyns line. This resulted in GWB losing 2 significant customers and a lot of bad will with other customers because of where the priorities were placed.
- 10) Showroom – GWB entered into a new lease for their headquarters. The Company had copies of leases and cancelled checks to support the payments.
- 11) Overseas Deposits – GWB pays various suppliers funds before the delivery of merchandise because of the use of new factories. These suppliers would not do business unless deposits were made.

Exhibit P

NESENOFF & MILTENBERG, LLP

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ANDREW B. PLOTKIN

PARALEGAL
TANYA C. SIMMONS

March 21, 2008

**By Overnight Courier, By Hand
& Telecopier: 212-805-6724**

The Honorable Frank Maas
United States Magistrate Judge
United States District Court
Southern District of New York
United States Courthouse
500 Pearl Street - Room 740
New York, New York 10007

**Re: *Great White Bear, LLC. v. Mervyns, LLC*
Index No. 06 Civ. 13358 (S.D.N.Y.)(RMB)**

Dear Judge Maas:

I am an attorney for the Plaintiff Great White Bear, LLC. ("Plaintiff GWB") in the above-referenced diversity breach of contract action. I submit this letter in preliminary response to the letter dated March 21, 2008, by Lisa T. Simpson, Esq., attorney for Defendant Mervyns, LLC ("Defendant Mervyns"), requesting a conference in anticipation of making a meritless motion to strike the expert report of Stephen J. Rankel, CPA, the damages expert for Plaintiff Mervyns. At the outset, it must be noted that Ms. Simpson cites no case law authority for the drastic unjustified step she takes, and I submit there is no justification for proposing the motion in the first place, as explained below.

First, I must note that this is "Good" Friday for me, and I was about to leave my office when out of the blue at 1:30 PM, I was handed the letter of Ms. Simpson; and I happen to be scheduled to take a flight early Monday morning, March 24, to Los Angeles to handle a hearing in Los Angeles in the Central District of California federal court on Tuesday, March 25. So, it was by happenstance that I received the Simpson letter, which did come out of the blue because at no time did Ms. Simpson raise with me any of the issues that she now raises with the Court. Had she done so, we would undoubtedly have been able to work out a solution. But that, I submit, would not serve Defendant Mervyns's apparent strategy of seeking to avoid dealing with the consequences of the breach of contract in this case. What does serve Defendant Mervyns's strategy is to take a shot at trying to prevent Plaintiff GWB from presenting qualified expert testimony on damages by a certified public accountant who knows the finances of Plaintiff GWB and who has shown in his report that the damages are in excess of \$6.6

NESENOFF & MILTENBERG, LLP

Page -2-

million.

Ms. Simpson's proposed motion is clearly unjustified. The Rankel report, as supplemented, satisfies Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure. That Rule requires that an expert report contain the following:

"(i) a complete statement of all opinions the witness will express and the basis and reasons for them;

"(ii) the data or other information considered by the witness in forming them;

"(iii) any exhibits that will be used to summarize or support them;

"(iv) the witness's qualifications, including a list of all publications authored in the previous ten years;

"(v) a list of all other cases in which, during the previous four years, the witness testified as an expert at trial or by deposition; and

"(vi) a statement of the compensation to be paid for the study and testimony in the case."

When I sent the second supplement to Ms. Simpson, I stated in my cover letter that the Rankel letter satisfied all six requirements. Attached as Exhibit A is a copy of my letter. Ms. Simpson thereafter did not with me dispute my statement of compliance, as my letter requests if she did, and even now does not dispute that the Rankel report fully satisfies requirements (i), (iii), (iv), (v) and (vi).

Yet, Ms. Simpson wants to try to stop Plaintiff GWB from proving its damages case with testimony by a certified public accountant who knows the finances of Plaintiff GWB because, while Mr. Rankel does provide in his report a statement of "the data or other information considered by the witness in forming [his opinions]", which is requirement (ii) in the Rule, Ms. Simpson argues that more detailed information should be provided as to five of eleven damage items. Specifically, Ms. Simpson reviews the data provided as to additional employee expense, travel, loss opportunity costs, showroom expense and overseas deposits -- which constitute \$1.9 million of the \$6.6 million in total damages, or about 29% of the total damages -- and says that more detail should be required in the report as to five of the eleven damage items.

As to the additional employees expense item, Mr. Rankel does explain that the basis of the damage item in footnote 6 in Exhibit B of his original Rankel report (Exhibit A to the Simpson letter) and is explained further in Exhibit E to the Rankel report (Exhibit E to the Simpson letter) as based on the additional employees hired as a result of the start up efforts for the Mervyns line.

As to the travel item, Mr. Rankel does explain that the basis of the damage item in footnote 8 in Exhibit B of his original Rankel report (Exhibit A to the Simpson letter) and is explained further in

NESENOFF & MILTENBERG, LLP

Page -3-

Exhibit E to the Rankel report (Exhibit E to the Simpson letter) as based on the travel expense that had to be incurred to review foreign factories that were producing the garments.

As to the lost opportunity costs item, Mr. Rankel does explain that the basis of the damage item in footnote 9 in Exhibit B of his original Rankel report (Exhibit A to the Simpson letter) and is explained further in Exhibit E to the Rankel report (Exhibit E to the Simpson letter) as based on the loss of customers and bad will with other customers because of the focus on the Mervyns line and resulting problems with Mervyns.

As to the showroom expense item, Mr. Rankel does explain that the basis of the damage item in footnote 10 in Exhibit B of his original Rankel report (Exhibit A to the Simpson letter) and is explained further in Exhibit E to the Rankel report (Exhibit E to the Simpson letter) as based on the new lease to support the Mervyns work and references documentation.

As to the overseas deposits item, Mr. Rankel does explain that the basis of the damage item in footnote 11 in Exhibit B of his original Rankel report (Exhibit A to the Simpson letter) and is explained further in Exhibit E to the Rankel report (Exhibit E to the Simpson letter) as based on payment of funds to suppliers before the delivery of merchandise because of the use of new factories.

As to these five items, Ms. Simpson's complaint is not that Mr. Rankel does not state any data or information in forming his opinion; the footnote format of Exhibit B to the original Rankel report and the supplemental information in Exhibit E to the Rankel report precludes that extreme a position. Ms. Simpson says, rather, that the report should have more. What Ms. Simpson complains about, however, can constitute the basis of questioning at a deposition of Mr. Rankel that it has always been contemplated that Defendant Mervyns would have. Nevertheless, as I stated above, if Ms. Simpson had raised these items with me, I would have worked out a solution, no doubt providing at least some of the information and perhaps all, and not stood on my sincerely held legal position that the Rankel report as is fully satisfies Rule 26(a)(2)(B) of the Federal Rules of Civil Procedure.

While Ms. Simpson says that Rule 26, as it relates to expert witness disclosure, was intended to prevent this situation with respect to the Rankel report, that is not true at all. She cites no case law supporting her complaint, and there is nothing that does support it. It was certainly not the intention of Rule 26, as it pertains to expert disclosure, to frustrate the litigation of a case on the substantive merits; and that is what Defendant Mervyns's proposed motion would do. In contrast, in my experience over the years, expert discovery has always involved a flexible interaction between counsel, which make sense if counsel are suppose to cooperate in federal court discovery and discovery is to aid in the just adjudication of case.

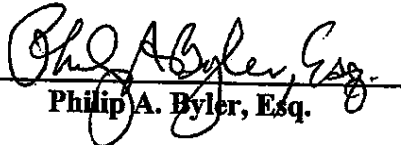
I will be back in New York on Wednesday, albeit after a flight from Los Angeles. I will be glad to address then a way of disposing of Ms. Simpson's complaint without further ado. I do, however, take strong exception to the proposed motion of Ms. Simpson. It is time instead for Defendants Mervyns to get its expert reports done, so that the parties can proceed to complete expert discovery and then, if we don't have a settlement, to have the case tried before the Honorable Judge Richard M. Berman.

NESENOFF & MILTENBERG, LLP

Page -4-

Because this letter is written in the circumstances described on the first page of this letter, I reserve the right to supplement my response on my return from Los Angeles.

**Respectfully submitted,
NESENOFF & MILTENBERG, LLP**

By: 
Philip A. Byler, Esq.

cc: Orrick, Herrington & Sutcliffe, LLP. - by telecopier
(Lisa T. Simpson, Esq./Rishona Fleishman, Esq.)

EXHIBIT A

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PARALEGAL
TANYA C. SIMMONS

March 14, 2008

BY OVERNIGHT

Lisa T. Simpson, Esq.
Orrick, Herrington & Sutcliffe, LLP.
666 Fifth Avenue
New York, New York 10103

Re: *Great White Bear v. Mervyns, LLC*,
Index No. 06 Civ. 13358 (S.D.N.Y.)(RMB)

Dear Lisa:

Enclosed is a second supplement to the expert report of Stephen J. Rankel. With this supplementation, there can be no reasonably raised issue about the compliance with the Rankel Report with Rule 26(a)(B). The report does contain: (i) a complete statement of all opinions that the witness will express and the basis and reasons for them; (ii) the data considered by the expert witness; (iii) the exhibits that summarize his testimony; (iv) the witness's qualifications, including a statement about publications; (v) a statement concerning prior expert testimony; and (vi) a statement on compensation. The enclosed second supplementation provides an amplification as to each item of damage in the Exhibit B Chart (which already had footnotes).

If you have any questions or problems with respect to the foregoing, please raise them with me.

Very truly yours,
NESENOFF & MILTENBERG, LLP

By: 
Philip A. Byler, Esq.

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PRIVILEGED AND CONFIDENTIAL

Date: **March 21, 2008** **7 Page(s) (Including This Sheet)**

SEND TO:

Name:	Honorable Frank Maas
Facsimile No.:	212.805.6724
Telephone No.:	

FROM: **Name:** **Philip A. Byler, Esq.**

COMMENTS TO RECEIVER:

Re: Great White Bear, LLC. v. Mervyns, LLC
Index No. 06 Civ. 13358 (S.D.N.Y.) (RMB)

Please see the enclosed.

Please contact our office at 212.736.4500 if there are any problems with this transmission.

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NESENOFF & MILTENBERG, LLP
363 SEVENTH AVENUE
NEW YORK, NEW YORK 10001

FACSIMILE COVER LETTER

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Date: March 21, 2008 7 Page(s) (Including This Sheet)

SEND TO: Name: Honorable Frank Maas
 Facsimile No.: 212.805.6724
 Telephone No.:

FROM: Name: Philip A. Byler, Esq.

COMMENTS TO RECEIVER:

Re: *Great White Bear, LLC v. Mervyns, LLC*
Index No. 06 Civ. 13358 (S.D.N.Y.)(RMB)

NESENOFF & MILTENBERG, LLP
363 SEVENTH AVENUE
NEW YORK, NEW YORK 10001

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Date: March 21, 2008 7 Page(s) (Including This Sheet)

SEND TO: Name: Lisa T. Simpson, Esq.
Orrick, Herrington & Sutcliffe, LLP.
Facsimile No.: 212.506.5151
Telephone No.: 212.506.3767

FROM: Name: Philip A. Byler, Esq.

COMMENTS TO RECEIVER:

Re: Great White Bear, LLC. v. Mervyns, LLC.

Please see the enclosed.

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PRIVILEGED AND CONFIDENTIAL

Date: March 21, 2008 7 Page(s) (Including This Sheet)

SEND TO: Name: Lisa T. Simpson, Esq.
Orrick, Herrington & Sutcliffe, LLP.
Facsimile No.: 212.506.5151
Telephone No.: 212.506.3767

FROM: Name: Philip A. Byler, Esq.

COMMENTS TO RECEIVER:

Re: Great White Bear, LLC. v. Mervyns, LLC.

EXHIBIT W

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
:
GREAT WHITE BEAR, LLC, : 06-CV-13358
:
Plaintiff :
v. :
:
MERVYNS, LLC, : June 4, 2008
:
:
Defendant. : 500 Pearl Street
-----X New York, NY

TRANSCRIPT OF CIVIL CAUSE FOR TELEPHONE CONFERENCE
BEFORE THE HONORABLE FRANK MAAS
UNITED STATES MAGISTRATE JUDGE

APPEARANCES:

For the Plaintiff: SHARI LASKOWITZ, ESQ.
Nesenoff & Miltenberg LLP
363 Seventh Avenue
New York, New York 10001

For the Defendant: LISA T. SIMPSON, ESQ.
Orrick, Herrington & Sutcliffe
666 Fifth Avenue
New York, New York 10103

Court Transcriber: SHARI RIEMER
TypeWrite Word Processing Service
356 Eltingville Boulevard
Staten Island, New York 10312

Proceedings recorded by electronic sound recording,
transcript produced by transcription service

1 THE CLERK: -- this is Judge's law clerk. This is a
2 telephone conference in the matter of Great White Bear v.
3 Mervyns. The conference is being tape recorded.

4 Counsel, please state your names for the record.

5 MS. SIMPSON: Lisa Simpson from Orrick, Herrington
6 on behalf of Mervyns.

7 MS. LASKOWITZ: Shari Laskowitz from Nesenoff &
8 Miltenberg on behalf of Great White Bear.

9 THE COURT: I'm sorry. I didn't hear your last name.

10 MS. LASKOWITZ: Laskowitz.

11 THE COURT: Thank you.

12 Both sides I assume have received my decision
13 concerning the expert report of plaintiff's accounting expert.
14 I guess the first question I have, Ms. Simpson, is in light of
15 that do you plan to depose the plaintiff's accounting expert?

16 MS. SIMPSON: We do on the three limited damages
17 items that remain in his report.

18 THE COURT: Okay. And do you also plan to have your
19 own accounting expert?

20 MS. SIMPSON: We do.

21 THE COURT: Hang on just a second.

22 [Pause in proceedings.]

23 THE COURT: I know you had an accounting expert
24 waiting in the wings. So I guess the question is how long is
25 it going to take for your expert to come up with his or her

1 report.

2 MS. SIMPSON: We also have an industry expert, Your
3 Honor, to rebut the industry expert of plaintiff who wasn't
4 part of our dispute over the completeness of the report as of
5 yet.

6 THE COURT: I guess I didn't realize or I certainly
7 didn't remember that there was an industry expert.

8 MS. SIMPSON: For both experts I think we could
9 probably have our reports done in two weeks.

10 THE COURT: That seems reasonable. So that takes us
11 to June -- well, why don't I just give you until the 20th,
12 Friday.

13 Is the plaintiff planning to depose the industry
14 expert of the defendant?

15 MS. LASKOWITZ: Depending on the report but yes,
16 likely.

17 THE COURT: Well, why don't I say that expert
18 discovery will close Friday, July 11th.

19 Is this a case in which, Ms. Simpson, you plan any
20 dispositive motions?

21 MS. SIMPSON: Yes, Your Honor.

22 THE COURT: Tell me about those.

23 MS. SIMPSON: Well, we may file a motion for summary
24 judgment because the contract that governs the parties
25 relationships which is not the contract that plaintiff alleges

1 governs the parties relationship contains a clause which is in
2 effect precludes this action in its entirety. So we may make
3 a motion based on that contract. We also have a motion that
4 we wrote to Judge Berman about -- earlier in May. We
5 discovered that the plaintiff is actually not the correct
6 party to be bringing this suit. In other words, they are not
7 the correct party under Rule 17. We discovered that through a
8 series of transfers the right to sue no longer rests with
9 Great White Bear and that we also concluded based on the
10 documents that we've received from plaintiff that those
11 transfers were in essence fraudulent. So we have a motion
12 that we'd like to make under Rule 17 to have the action
13 dismissed.

14 THE COURT: Has Judge Berman scheduled a premotion
15 conference?

16 MS. SIMPSON: He has not. We did have a conference
17 following our letter but we -- he wanted to wait until
18 discovery closed to address it.

19 THE COURT: Well, I guess I will also direct that by
20 July 11th any party wishing to make a dispositive motion write
21 to Judge Berman to request a premotion conference.

22 If the -- and I know that he may have sent me or
23 Judge Berman something about this in the past. It sounds
24 vaguely familiar. But if these are closely held corporations
25 all owned by the same individual if corporation A sues and it

1 should be corporation B, corporation B presumably could assign
2 its rights to corporation A which then would have the right to
3 sue; right?

4 MS. SIMPSON: Yes. And we don't dispute that. What
5 we found, however, though is that there are a number of
6 unsecured creditors whose rights were ignored in these
7 transfers and who were essentially defrauded out of money that
8 was owed to them and that the transfers were made specifically
9 to do that and under the governing law that we found when
10 you're making transfers that are essentially defrauding people
11 you don't just to fix your complaint and name a new party to
12 essentially correct the problem.

13 THE COURT: July 11th to write to Judge Berman.

14 From the defendant's perspective, is there anything
15 else we need to take up today?

16 MS. SIMPSON: No, Your Honor.

17 THE COURT: From plaintiff's perspective, Ms.
18 Laskowitz?

19 MS. LASKOWITZ: No, Your Honor.

20 THE COURT: Thanks a lot.

21 * * * * *

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23

24

25

1 I certify that the foregoing is a court transcript from
2 an electronic sound recording of the proceedings in the above-
3 entitled matter.

4
5
6 _____
Shari Riemer

7 Dated: June 12, 2008
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EXHIBIT X

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
GREAT WHITE BEAR, LLC, :
 :
 Plaintiff, : **ORDER**
 :
 -against- : 06 Civ. 13358 (RMB)(FM)
 :
 MERVYNS, LLC, :
 :
 Defendant. :
-----X

FRANK MAAS, United States Magistrate Judge.

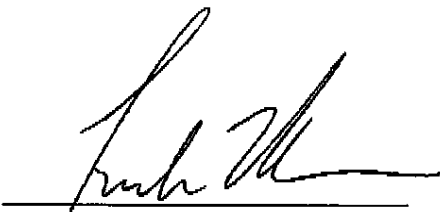
Pursuant to a telephone conference held earlier today, it is hereby

ORDERED that:

1. On or before June 20, 2008, the defendant shall serve its experts' reports.
2. On or before July 11, 2008,
 - a. expert discovery shall be completed; and
 - b. any party wishing to make a dispositive motion shall submit to Judge Berman a written request for a pre-motion conference.

SO ORDERED.

Dated: New York, New York
June 4, 2008



FRANK MAAS
United States Magistrate Judge

EXHIBIT Y



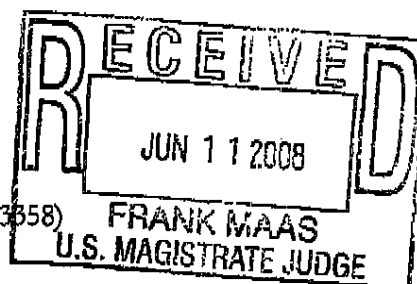
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June 10, 2008

BY HAND

Lisa T. Simpson
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The Honorable Frank Maas
United States Magistrate Judge
United States District Court
Southern District of New York
Daniel Patrick Moynihan United States Courthouse
500 Pearl St., Room 740
New York, NY 10007



Re: *Great White Bear, LLC v. Mervyns, LLC* (06 CV 13358)

Dear Magistrate Judge Maas:

We represent Defendant Mervyn's LLC ("Mervyn's") in the above-referenced matter. As you may be aware, Plaintiff Great White Bear LLC ("GWB") has filed with Judge Berman objections pursuant to FRCP 72(a) to Your Honor's Memorandum Decision and Order, dated May 27, 2008, striking Items 3-7 of the expert report of Stephen J. Rankel, and to Your Honor's recent scheduling order of June 4, 2008 (GWB's "Objections" are attached hereto as Exhibit A). We write to request a stay of the June 4 Order, specifically the dates for the service of Mervyn's expert reports and the deadline for expert depositions, while awaiting resolution of this matter by Judge Berman.

At the teleconference with the Court on June 4, 2008, Your Honor specifically asked the parties whether they had received and reviewed your decision on Mr. Rankel's report. Although clearly preparing to do so, at no time during the call did counsel for GWB mention that GWB intended to file an objection to that decision. Rather, counsel for GWB allowed scheduling to proceed which it knew bore directly on the issues covered in its Objections. Mervyn's offered to produce its expert reports in two weeks, and the Court set June 20, 2008 as the deadline. The Court also ordered that depositions of experts conclude by July 11, 2008. Two days later, GWB filed its Objections with Judge Berman.

As we have indicated and discussed in the past, Mervyn's' expert reports in this matter are rebuttal reports. Mervyn's therefore must know what is and is not included in GWB's expert reports before its reports can be prepared. This reasoning applies equally to Mervyn's' industry expert who also has expertise that may bear on Mr. Rankel's report. Similarly, and entirely consistent with the purposes of FRCP 26(a), that which is contained in the expert disclosures defines and limits the proper scope of expert depositions. Since the scope of the depositions is not yet final, it would be inefficient to proceed with the depositions as scheduled.

I was not aware that objections were filed since a courtesy copy was not sent to me. In any event, I agree that it would be inefficient to proceed further with expert discovery until Judge Berman rules. The application therefore is granted.

7/1/08



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Mervyn's intends to file a response to GWB's Objections and it seems clear that this matter will not be resolved by June 20 in time for Mervyn's to comply with the current discovery schedule. We therefore respectfully request that the June 4 Order be stayed and that the dates contained in the Order be reset following the decision by Judge Berman on GWB's Objections.

Thank you for your attention to this matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lisa T. Simpson", with a long, sweeping horizontal line extending to the right.

Lisa T. Simpson

cc: Philip A. Byler, Esq. (By Hand)
Counsel for Great White Bear, LLC

EXHIBIT Z

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
GREAT WHITE BEAR, LLC,

Plaintiff,

-against-

MERVYNS.

Defendants.
-----X

06 CIVIL 13358 (RMB)(FM)

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 6/28/07

The above entitled action is referred to the designated Magistrate Judge for the following purpose(s):

<input checked="" type="checkbox"/> General Pretrial (includes scheduling, discovery, non-dispositive pretrial motions, and settlement)	<input type="checkbox"/> Consent under 28 U.S.C. § 636(c) for all purposes (including trial)
<input type="checkbox"/> Specific Non-Dispositive Motion/Dispute:*	<input type="checkbox"/> Consent under 28 U.S.C. § 636(c) for limited purpose (e.g., dispositive motion, preliminary injunction)
<input type="checkbox"/> Post Judgment Discovery	<input type="checkbox"/> Habeas Corpus
<input type="checkbox"/> If referral is for discovery disputes when the District Judge is unavailable, the time period of the referral:	<input type="checkbox"/> Social Security
<input type="checkbox"/> Settlement*	<input type="checkbox"/> Dispositive Motion (i.e., motion requiring a Report and Recommendation)
<input type="checkbox"/> Inquest After Default/Damages Hearing	<input type="checkbox"/> Particular Motion:
	<input type="checkbox"/> All Such Motions: _____

* Do not check if already referred for general pretrial.

SO ORDERED.

Dated: New York, New York
June 28, 2007



RICHARD M. BERMAN
U.S.D.J.